



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Ref. no.3/4/1/5

2017-11-24

NOTICE OF THE 14TH MEETING OF THE COUNCIL OF STELLENBOSCH MUNICIPALITY WEDNESDAY, 2017-11-29 AT 10:00

TO The Speaker, Cllr DD Joubert [Chairperson]
The Executive Mayor, Ald G Van Deventer (Ms)
The Deputy Executive Mayor, Cllr N Jindela

COUNCILLORS	F Adams	MC Johnson
	DS Arends	NS Louw
	FJ Badenhorst	N Mananga-Gugushe (Ms)
	GN Bakubaku-Vos (Ms)	C Manuel
	FT Bangani-Menziwa (Ms)	LM Maqeba
	PW Biscombe	NE McOmbring (Ms)
	PR Crawley (Ms)	XL Mdemka (Ms)
	A Crombie (Ms)	RS Nalumango (Ms)
	JN De Villiers	N Olayi
	MB De Wet	MD Oliphant
	R Du Toit (Ms)	SA Peters
	A Florence	WC Petersen (Ms)
	AR Frazenburg	MM Pietersen
	E Fredericks (Ms)	WF Pietersen
	E Groenewald (Ms)	SR Schäfer
	JG Hamilton	Ald JP Serdyn (Ms)
	AJ Hanekom	N Sinkinya (Ms)
	DA Hendrickse	P Sitshoti (Ms)
	JK Hendriks	Q Smit
	LK Horsband (Ms)	E Vermeulen (Ms)

Notice is hereby given in terms of Section 29, read with Section 18(2) of the *Local Government: Municipal Structures Act, 117 of 1998*, as amended, that the **14TH MEETING** of the **COUNCIL** of **STELLENBOSCH MUNICIPALITY** will be held in the **COUNCIL CHAMBER, TOWN HOUSE, PLEIN STREET, STELLENBOSCH** on **WEDNESDAY, 2017-11-29** at **10:00** to consider the items on the Agenda.

SPEAKER
DD JOUBERT

Vol 3

A G E N D A
14TH MEETING OF THE COUNCIL
OF STELLENBOSCH MUNICIPALITY
2017-11-29
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8.1.1	CONSIDERATION OF EXPENDITURE: STELLENBOSCH NIGHT SHELTER
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1. PURPOSE OF REPORT

To provide information regarding possible “irregular expenditure” for oversight by MPAC. Council needs to consider and approve that the expenditure is deemed irrecoverable and to be written off in terms of the MFMA Section 32 (2).

2. BACKGROUND

The Committee was established to deal with expenditure not aligned or non-compliant with Council’s approved policies and the Local Government: Municipal Finance Management Act, 2003, Act 56 of 2003. herein after referred to respectively as the “Policies” and “Act”.

2.1 Legislation

The Act (Section 32) stipulates the following with regard to unauthorized, irregular or fruitless and wasteful expenditure:

- “(1) without limiting liability in terms of the common law or other legislation-*
- (a) a political office-bearer of a municipality is liable for unauthorized expenditure if that office-bearer knowingly or after having been advised by the accounting officer of the municipality that the expenditure is likely to result in unauthorized expenditure, instructed an official of the municipality to incur the expenditure;*
 - (b) The accounting officer is liable for unauthorized expenditure deliberately or negligently incurred by the accounting officer, subject to subsection (3);*
 - (c) Any political office-bearer or official of a municipality who deliberately or negligently committed, made or authorized an irregular expenditure, is liable for that expenditure; or*
 - (d) Any political office-bearer or official of a municipality who deliberately or negligently made or authorized a fruitless and wasteful expenditure is liable for that expenditure”.*

In terms of Section 32 (2)

“A municipality must recover unauthorized, irregular or fruitless and wasteful expenditure from the person liable for that expenditure unless the expenditure-

- (a) In the case of unauthorized expenditure, is-*

- (i) *authorized in an adjustments budget; or*
 - (ii) *Certified by the municipal council, after investigation by a council committee, as irrecoverable and written off by the council; and*
- (b) *In the case of irregular or fruitless and wasteful expenditure, is, after investigation by a council committee, certified by the council as irrecoverable and written off by the council”.*

A further stipulation, Section 32(4) compels the accounting officer to

“Promptly inform the mayor, the MEC for local government in the province and the Auditor-General, in writing, of-

- (a) *Any unauthorized, irregular or fruitless and wasteful expenditure incurred by the municipality;*
- (b) *Whether any person is responsible or under investigation for such unauthorized, irregular or fruitless and wasteful expenditure; and*
- (c) *The steps that have been taken-*
 - (i) *To recover or rectify such expenditure; and*
 - (ii) *To prevent a recurrence of such expenditure”.*

Irregular expenditure as defined under Chapter 1 of the Act:

- a) *Expenditure incurred by a municipality in contravention of, or that is not in accordance with, a requirement of this Act, and which has not been condoned in terms of section 170;*
- b) *Expenditure incurred by a municipality in contravention of, or that is not in accordance with, a requirement of the Municipal systems Act, and which has not been condoned on terms of that Act;*
- c) *Expenditure incurred by a municipality in contravention of, or that is not in accordance with, a requirement of the supply chain management policy of the municipality or any of the municipality’s by-laws giving effect to such policy, and which has not been condoned in terms of such policy or by-law”.*

3. DISCUSSION

Council approved capital funding (**APPENDIX 1**) for the building of a Municipal Night Shelter on servitude (**APPENDIX 2**) registered in its favour in 2008 on land donated to the Stellenbosch Night Shelter NPO in 1991 on condition that an agreement is reached with this organization.

In terms of the above mentioned council decision a Memorandum of Agreement (**APPENDIX 3**) and subsequent Service Level Agreement (the SLA) (**APPENDIX 4**) was entered into with Stellenbosch Night Shelter. Stellenbosch Municipality has a financial responsibility towards the monthly maintenance, operational and administrative cost relating to the Municipal Night Shelter.

This responsibility stems from:

1. the servitude (**APPENDIX 2**) where Council will forfeit the asset built on the registered servitude should the municipality stop its financial responsibility towards the facility; and
2. an agreement reached indicating that the municipality takes financial responsibility toward the running and maintenance of the facility (**APPENDIX 3**).

It is prudent to note that the property in question (Erf 8887) was donated to Stellenbosch Night Shelter (NPO) and is registered in their name. Stellenbosch Municipality has no right of ownership on this property as it was donated to Stellenbosch Night Shelter (NPO) in 1991 (**APPENDIX 5**). Therefore the ultimate decision on what happens on this property remains with the registered owner of the property.

The SLA expired in 2011 and since then a new SLA has not been finalized, amongst others due to legal opinion indicating that running a night shelter is not the function of local government and therefore cannot be budgeted for. This opinion however does not take into account the legal and binding agreement between the parties and the fact that the current occupancy rate of the municipal shelter averages 80%. Should the municipality unilaterally stop funding for this purpose, it would in effect be responsible for leaving 28 persons per night without a roof over their head as the Stellenbosch Night Shelter (NPO) has made it clear that they would not be able to carry the cost of the Municipal Shelter (**APPENDIX 6**). In view of the aforementioned, it is only amounts paid to the Night Shelter after lapsing of the SLA in 2011 that could be deemed irregular. Only these amounts will be addressed herein below.

The administrative responsibility to manage the agreement (the SLA) with Stellenbosch Night Shelter resided with the Directorate: Community and Protection Services until 30 June 2015. From July 2015 the responsibility was assigned to Community Development within the Directorate: Planning and Economic Development. Efforts to resolve the impasse included obtaining legal opinions on the way forward from:

1. The Municipality's Senior Legal Advisor, Ms EA Williams (received 2015-07-13) attached as **APPENDIX 7**, and
2. September and Partners (received 2015-10-01) attached as **APPENDIX 8**.

Opinion one (1) above did not take into consideration the contractual agreement between the two parties nor the reputational risk associated with the cancelation of said agreement.

Opinion two (2) above recommended alternative use of the facility outside of the scope and did not take into consideration the fact that Stellenbosch Municipality has no right of ownership on this property as it was donated to Stellenbosch Night Shelter (NPO) in 1991. Therefore the ultimate decision on what happens on this property remains with the registered owner of the property.

The item intended to resolve the impasse served at the Portfolio Committee for Planning and Economic Development on 2016-02-02 and was then referred back for a site visit concluded on 2016-02-18. The item with further comments was circulated for internal input to other departments during which it was recommended that a further legal opinion be obtained. Said opinion was obtained on 2016-06-30 from STBB (**APPENDIX 9**) and the item was finally approved for submission to Council

on 2016-07-05. Elections and the changes associated with it resulted in the item only serving before Council on 2017-07-26.

The above information is provided to indicate to MPAC that the administration continuously tried to establish the correct and legal way forward to ensure that services to street people would continue and that the municipality would be able to honour the legal contract with Stellenbosch Night Shelter. The alternative to this would have been to stop the agreed upon financial responsibility which would have led to the contract being cancelled and a high risk of the aggrieved party making use of the media indicating that the municipality does not care for people living on the street nor can they be trusted to uphold their legal obligations and commitments.

The last valid three year Service Level Agreement (SLA) was signed on 2008-05-21 and expired on 2011-05-20. This means that payments made to Stellenbosch Night Shelter for the period June 2011 to date was done in terms of the original agreement (**APPENDIX 3**), but without a renewed SLA. Council resolved on 2017-07-26 that the municipality would continue to pay the expenses of the shelter through the Grant in Aid process for which the reviewed policy was approved in May 2017. The next call for proposals for Grant in Aid will be in October 2017 for the 2018-2019 financial year. This means that until a Grant in Aid application for Stellenbosch Night Shelter can be approved, the Municipality will have to continue to honour its commitment with the SLA (original agreement referred to above).

4. FINANCIAL IMPLICATONS

Payments made to Stellenbosch Night Shelter for the period June 2011 to June 2017 amount to R 2 692 762, 88. (**APPENDIX 10**).

The amount budgeted for the 2017-2018 financial year to be paid until a Grant in Aid donation can be approved amounts to R 599 900,00. The total amount to be considered by MPAC in terms of payments to Stellenbosch Night Shelter in this financial year is thus potentially as follows: Stellenbosch Night Shelter: R 3 292 662,88.

Although a transaction or an event may trigger irregular expenditure, a municipality will only identify irregular expenditure when a payment is made, in other words, the recognition of irregular expenditure will be linked to a financial transaction and not the budgeted amount reflected above. If the possibility of irregular expenditure is determined prior to a payment being made, the transgression shall be regarded as a matter of non-compliance. Other steps therefore need to follow regarding the budgeted amount.

Only the National Treasury may condone non-compliance with a regulation issued in terms of the MFMA or a condition imposed by the Act itself. The municipal Council therefore has no power in terms of the MFMA to condone any act of non-compliance in terms of the MFMA or any of its regulations. Council should therefore resolve to approve of the expenditure and thus cause the budgeted amount for the forthcoming financial year (2017/18) to be regularized.

5. CONCLUSION

In 2008 Stellenbosch Council and Stellenbosch Night Shelter entered into an agreement in good faith. The sole purpose of the agreement was in a response to the increasing number of persons living on Stellenbosch streets. This agreement required operations by Service Level Agreement of which the last expired in May 2011. This however did not relieve the municipality of its social responsibilities

and contractual agreement signed with the organization. All expenditure prior to lapsing of the SLA in 2011 are deemed regular and authorised and only those subsequent payments are reported as irregular.

The reputational risk associated with the municipality not continuing to honour its financial responsibility in terms of the above mentioned agreement is too high to simply have cancelled all its contributions in terms of the original contract or to not make the budgeted contributions in the 2017/18 financial year. It thus continued to pay the operational and administrative expenses relating to the running of the Municipal Night Shelter whilst trying to obtain Council approval on another way forward and it should continue to do so until the Grant-in-Aid process can be implemented for the 2018/19 financial year.

Annexures:

Appendix 1	:	Progress Report on Capital Project
Appendix 2	:	Servitude
Appendix 3	:	Memorandum of Agreement
Appendix 4	:	Service Level Agreement
Appendix 5	:	Ownership/Transfer
Appendix 6	:	Funding Implications
Appendix 7	:	Legal Comments (internal)
Appendix 8	:	Legal opinion (September & Associates)
Appendix 9	:	Legal Opinion (STBB)
Appendix 10	:	Summary of payments made

MUNICIPAL PUBLIC ACCOUNTS COMMITTEE MEETING: 2017-10-19: ITEM 5.1

RECOMMENDED

- (a) that note be taken of the various legal comments and opinions; and
- (b) that Council certifies the expenditure to the amount of R 2 692 762,88 (due to a contractual obligation) for services rendered by Stellenbosch Night Shelter as irrecoverable, and that this amount be written off.

<i>Meeting:</i>	14 th Council: 2017-10-29	<i>Submitted by Directorate:</i>	<i>Planning & Economic Development</i>
<i>Ref no:</i>	17/11/2/1	<i>Author</i>	<i>Manager: Community Development</i>
<i>Collab:</i>	540493	<i>Referred from:</i>	<i>MPAC: 2017-10-19</i>

7. SHELTER FOR THE HOMELESS

<i>File number</i>	:	<i>3/5/2/4</i>
<i>Report by</i>	:	<i>Executive Director: Social Development Services</i>
<i>Compiled by</i>	:	<i>Adv Hanlie Linde</i>
<i>Delegated Authority</i>	:	<i>None</i>

1. PURPOSE OF REPORT

The purpose of the report is to inform Council on the progress made with this capital project and get support for the erection of a building on "non-Council" property.

2. BACKGROUND

After a very successful Homeless Summit was held in October 2005, all participants were in agreement that the solution for the problem of the homeless in the Greater Stellenbosch Area, was to build an Access Center that will act as a bridging facility between the people living on the streets and the already existing long-term solutions (for example rehabilitation from alcohol, drugs and/or gamble, skills training, re-unification with family, etc). The Council budget for this capital project and the implementation thereof was started immediately. Three erven were identified in Plankenbrug and it was advertised for rezoning. The rezoning application was not approved due to existing flood lines. The Standing Committee for Social Development Services decided in August 2006 to explore the possibility of a partnering with the existing Night Shelter for Adults in Cloeteville. The erf from where they operate used to be municipal land, but was donated to the Night Shelter on condition that they use it for this sole purpose. A fall back clause exists.

After lengthy discussions with the current Committee running the night shelter, we are now at a point where building can start. Both the Municipality and the Night Shelter are very committed to the project and are looking forward to a good work relationship.

3. DISCUSSION

A legal opinion was sought from Cluver Markotter as to the validity of spending capital money on non-municipal land. According to Mr Rodney Africa (and after discussions with Messrs Ian Kenned and Dries van Niekerk from the Department Financial Services) this could be overcome by drafting a contract between the parties where the capital expenditure must be capitalized as indicated by the MFMA. The first discussions between Cluver Markotter, the

Municipality and the Night Shelter on the content of the Agreement, was held in December 2006.

The architectural plans were drafted by TV3 (Taylor, Van Rensburg, Van der Spuy and Partners from Stellenbosch) and are in the process of being finalized. Minor changes are still being discussed between the Municipality and the Night Shelter. A site development plan is attached as **APPENDIX 1**.

The aim is that the Shelter should be in operation by 2007-07-01.

4. COMMENTS BY RELEVANT DEPARTMENTS

The Department Planning and Economic Development Services will be the coordinators of the capital project with the ESDS who will act as Manager of the project.

5. CONCLUSION

This project is long overdue. The problem of homeless people living on the streets must be solved in a sustainable manner. This is the way to do it.

RECOMMENDED

- (a) that the progress made with this capital project, be noted; and
- (b) that the spending of capital money on non-municipal land (Erf 8887) for this project, be approved, subject to an agreement being reached between the parties and all the legal aspects being complied with.

SPECIAL MAYORAL COMMITTEE MEETING : 2007-01-24 :ITEM 4.1.4

RECOMMENDED

- (a) that the progress made with this capital project, be noted; and
- (b) that the spending of capital money on non-municipal land (Erf 8887) for this project, be approved, subject to an agreement being reached between the parties and all the legal aspects being complied with.

SPECIAL COUNCIL MEETING : 2007-01-30 : ITEM 7

RESOLVED (nem con)

- (a) that the progress made with this capital project, be noted; and

- (b) that the spending of capital money on non-municipal land (Erf 8887) for this project, be approved, subject to an agreement being reached between the parties and all the legal aspects being complied with.

(EDSDS + CFO)

Appendix 2



CLUVER MARKOTTER

Datum: 03 September 2010
 U verw: HANLIE LINDE
 Ons verw: MUN/0014 | LP/rj
 Dokumentnommer: AMJ0749
 E-pos: rethaj@cm.law.za

Die Munisipale Bestuurder
 Munisipaliteit Stellenbosch
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 STELLENBOSCH
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Per Hand

Geagte Meneer

SERWITUUT STELLENBOSCH NAGSKULING / MUNISIPALITEIT STELLENBOSCH
 ERF 8887 STELLENBOSCH

Ter afhandeling van bogemelde aangeleentheid heg ons hierby aan die dokumente soos hieronder uiteengesit.

Geliewe ontvangs te erken deur die aangehegte afskrif van hierdie brief te onderteken en aan ons terug te besorg. Indien ons nie u ontvangserkenning binne 4 weke vanaf datum van hierdie skrywe ontvang nie, neem ons aan dat u die hierby aangehegte akte(s) ontvang het en gaan ons dan voort om ons lêer te sluit.

Die uwe

L PECORARO
 CLUVER MARKOTTER ING

1. Notariële Akte van Serwituut No K 449/2010

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 Cluver Markotter Ingelyf | Registrasienommer: 2000/00295/21

**NOTARIELE AKTE VAN SERWITUUT
NO K 449/2010**

STELLENBOSCH NAGSKUILING

en

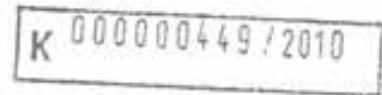
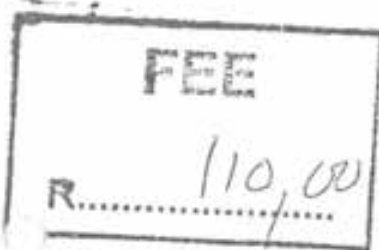
MUNISIPALITEIT STELLENBOSCH



CLUVER MARKOTTER

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CLUVER MARKOTTER ING.
117



Protokol nr. 208

NOTARIËLE AKTE VAN SERWITUUT

HIERMEE WORD BEKEND GEMAAK:

DAT op die 17de dag van MAART 2010, voor my

LIZE PECORARO

Notaris Publiek, deur wettige gesag behoorlik beëdig en toegelaat en praktiserend te Stellenbosch in die provinsie Wes-Kaap, in die teenwoordigheid van die ondergetekende getuies, persoonlik gekom en verskyn het

RETHA JACOBS

behoorlik daartoe gemagtig deur 'n Volmag geteken deur DOROTHY MAY REYNEKE te STELLENBOSCH op 5 JUNIE 2009 sy synde behoorlik daartoe gemagtig kragtens 'n resoluie van die Bestuurskomitee van die Stellenbosch nagskuiling op 9 April 2008 aan haar verleen deur

1. STELLENBOSCH NAGSKUILING
Registrasienommer W.O. NR 41
(Hierna die SERWITUUTGEWER genoem)



Handwritten initials/signatures

asook behoorlik daartoe gemagtig deur 'n Volmag geteken deur MARTINIS PETRUS DU PLESSIS, Waarnemende Munisipale Bestuurder van die Munisipaliteit Stellenbosch te STELLENBOSCH op 28 Januarie 2010, hy synde behoorlik daartoe gemagtig kragtens die Raad se goedgekeurde stelsel van Delegasies van Julie 2009, aan haar verleen deur

2. MUNISIPALITEIT STELLENBOSCH

(Hierna die SERWITUUTNEMER genoem)

welke Volmagte in my Protokol geberg is.

EN DIE KOMPARANT HET VERKLAAR DAT:

AANGESIEN die SERWITUUTGEWER die geregistreerde eienaar is van:

RESTANT VAN ERF 8887 STELLENBOSCH in die Munisipaliteit en Afdeling STELLENBOSCH, Provinsie WES-KAAP

GROOT: 1 685 (EENDUISEND SESHONDERD VYF EN TAGTIG) Vierkante meter

GEHOU kragtens Transportakte No T 50980/1993

(hierna genoem die EIENDOM)

EN AANGESIEN 'n ooreenkoms gedateer 20 Mei 2008 tussen die SERWITUUTGEWER en SERWITUUTNEMER bereik is vir die aanwending van die Serwitutarea ten opsigte van die oprig van 'n nagskuiling op die EIENDOM soos hierin vervat.

DERHALWE WORD HIERMEE BEKEND GEMAAK:

1. Die SERWITUUTGEWER, as geregistreerde eienaar van die EIENDOM, verleen hiermee aan die SERWITUUTNEMER die reg om die area, soos voorgestel deur figuur "ABCDEFGHJK" op die aangehegte Diagram S.G. No 6677/2008, 'n serwitutarea 431 (Vierhonderd Een en Dertig) vierkante meter oor Restant van Erf 8887 Stellenbosch, geleë in die Munisipaliteit en Afdeling Stellenbosch, Provinsie Wes-Kaap, te gebruik vir die oprig van 'n nagskulling;
2. Die gemelde nagskulling sal aangewend word as skulling vir haweloses in die regsgebied van die SERWITUUTNEMER;
3. Die SERWITUUTNEMER sal verantwoordelik wees vir die instandhouding en bedryfskoste van die nagskulling;
4. Die regte verleen deur die SERWITUUTGEWER aan die SERWITUUTNEMER soos vervat in paragrawe 1 en 2 hierbo, sal by wyse van 'n Notariële Akte van Serwitut geregistreer word teen die Titelakte van die EIENDOM in die Aktekantoor op koste van die SERWITUUTNEMER.
5. Indien die SERWITUUTNEMER, vir welke rede ook al, versuim of weier om die nagskulling verder in stand te hou of die bedryfskoste van die nagskulling te dra, is die SERWITUUTGEWER geregtig om met sestig (60) dae voorafgaande skriftelike kennisgewing aan die SERWITUUTNEMER die serwitut te kanselleer. In geval van kansellering onderneem die SERWITUUTGEWER om die nuwe gebou, opgerig deur die Stellenbosch Munisipaliteit as 'n uitbreiding van die Stellenbosch Nagskulling te gebruik of as deel van 'n projek, sonder winsbejag, ten bate van die Stellenbosch gemeenskap.
6. Dit is tans 'n titelvoorwaarde dat indien die SERWITUUTGEWER nie die EIENDOM gebruik vir liefdadigheidsdoeleindes nie, die EIENDOM aan die SERWITUUTNEMER terugval op versoek van die SERWITUUTNEMER, en wel op die kostes van die SERWITUUTGEWER, waarna die EIENDOM per publieke veiling verkoop sal word.

7. Die huidige titelvoorwaardes bepaal voorts dat die opbrengs van die publieke veiling aangewend moet word om die SERWITUUTNEMER te vergoed teen die dan heersende markprys van die EIENDOM (uitgesluit verbeterings daarop), asook die skenkingsbedrag van R125 000,00 (Eenhonderd Vyf en Twintigduisend Rand) van die Kaapse Wynland Distriksmunisipaliteit (die destydse Wes-Kaapse Streekdiensteraad). Indien enige fondse daarna beskikbaar is, sal daarmee in terme van die Grondwet van die SERWITUUTGEWER gehandel word.
8. Dit is spesifiek ooreengekom tussen die SERWITUUTNEMER en SERWITUUTGEWER dat die SERWITUUTGEWER nie teenoor die SERWITUUTNEMER aanspreeklik sal wees vir enige tekort as gevolg van die verkoping van die EIENDOM soos voormeld nie. Enige opgehoopte fondse waaroor die SERWITUUTGEWER oor mag beskik sal geen invloed hê of verband hou met die die serwiutooreenkoms nie. Die SERWITUUTGEWER sal met sodanig opgehoopte fondse handel volgens die Grondwet van die SERWITUUTGEWER.
8. Ons verklaar dat, vir Hereregtdoeleindes, die waarde van die serwituutarea R100,00 (Eenhonderd Rand) beloop.

EN die Komparant, namens die SERWITUUTNEMER, aanvaar hierby, in soverre nodig, die voordele van hierdie Serwituut behoudens voormelde bedinge en voorwaardes.

Handwritten signature and initials in the bottom right corner of the page.

ALDUS GEDOEN en GETEKEN te STELLENBOSCH op die dag, maand en jaar voormeld in die teenwoordigheid van die ondergetekende getuies en voor my, die Notaris.

AS GETUIES:

1. Murway Jacobs
2. Daniels Jacobs

QUOD ATTESTOR

[Signature]
NOTARIS PUBLIEK





HEREREGTE

TD2

Kwitansie of vrystellingsertifikaat
 Wet op Hereregte, 1949

Deel 2

Besonderhede van verkoper(s)/oordraggewer(s)

 Volle naam van verkoper/
 oordraggewer (1)
 Identiteit/Trust/BK/
 Maatskappynommer

STELLENBOSCH NAGSKULING ✓

 Volle naam van verkoper/
 oordraggewer (2)
 Identiteit/Trust/BK/
 Maatskappynommer

n.v.t.

n.v.t.

Besonderhede van koper(s)/oordragname(s)

 Volle naam van koper/
 oordragname (1)
 Identiteit/Trust/BK/
 Maatskappynommer

MUNISIPALITEIT STELLENBOSCH ✓

 Volle naam van koper/
 oordragname (2)
 Identiteit/Trust/BK/
 Maatskappynommer

n.v.t.

n.v.t.

Besonderhede van die kooptransaksie

Hereregte betaalbaar op

R100,00 ✓

synde totale vergoeding

 bilike waarde

Datum van verkryging

17 Maart 2010 ✓

Gekoop deur:

 Privaat koop Publieke veiling

Vergoeding / Waarde

R100,00 ✓

Enige ander vergoeding
betaalbaar

SARS verwysing

Totale vergoeding

R100,00 ✓

Aktebesorger/Prokureur lëer verwysingsnommer

MUN/0014

 Beskrywing van eiendom
 (soos beskryf in
 Aktekantoor)

'n Serwituutgebied oor Erf 8837 Stellenbosch ten gunste van die Munisipaliteit Stellenbosch

Verklaring deur Aktebesorger/Prokureur

EK LIZE PECORARO (Cluver Markotter Ing.)

(volle naam) sertifiseer dat dit 'n ware afskrif is van die hereregte

kwitansie / vrystellingsertifikaat soos afgetrek van die SARS webtuiste (e-filing aileenlik).

Handtekening

Datum

KWITANSIE/VRSTELLING

29 MAR 2010

EXEMPT FROM TRANSFER DUTY

- 1 b

mace

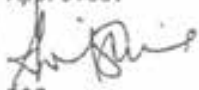
29 MAR 2010

SERVITUDE DGM.

CERTIFIED COPY FOR THE REGISTRAR
 FOR SURVEYOR GENERAL
 19 DEC 2008
 DATE

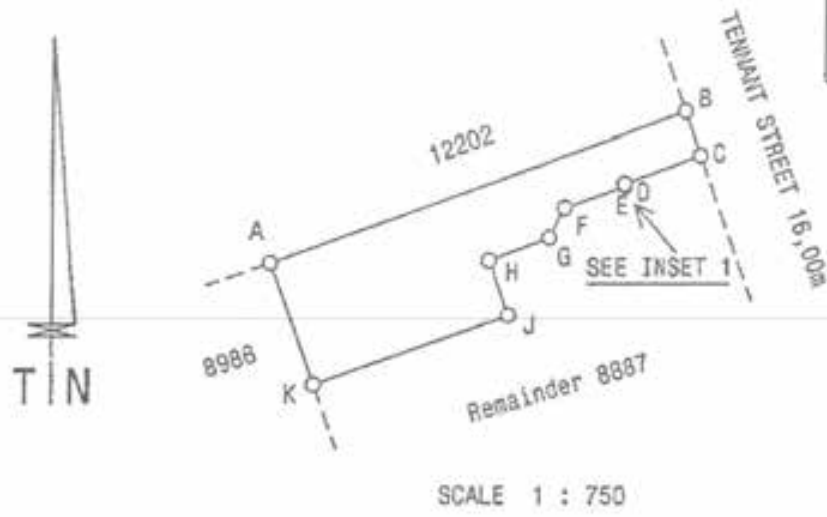
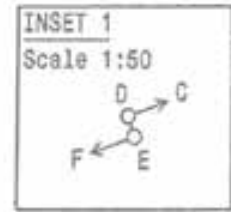
Friedlaender, Burger & Volkmann - Land Surveyors

SIDES Metres	ANGLES OF DIRECTION	CO-ORDINATES System WG 19°		S.G. No.
		Y	X	
Constants :		0,00	0,00	6677/2008
AB	46,32	250 30 00	A + 13389,83	+ 3755103,82
BC	4,69	339 48 00	B + 13346,17	+ 3755088,36
CD	8,55	70 01 40	C + 13344,55	+ 3755092,76
DE	0,22	341 53 30	D + 13352,58	+ 3755096,68
EF	6,59	70 37 30	E + 13352,52	+ 3755095,89
FG	3,48	28 26 00	F + 13358,73	+ 3755098,08
GH	6,78	69 42 10	G + 13360,39	+ 3755101,14
HJ	6,03	339 51 50	H + 13366,75	+ 3755103,49
JK	21,78	70 36 40	J + 13364,68	+ 3755109,15
KA	13,38	159 48 00	K + 13385,22	+ 3755116,38
		N26C ⊕	+ 13063,93	+ 3755110,92
		O26B ⊕	+ 13420,54	+ 3755183,93

Approved.

 for
 Surveyor - General
 Date : 2008.12.18

Beacon Descriptions

- A : Corner of wall
- B,C : 12mm iron peg in tar
- D,J : Corner of building
- E,H : Intersection of fence and wall surfaces
- F : Steel fence post
- G : Centre of fence pillar
- K : 12mm iron peg in concrete



The figure ABCDEFGHJK represents a servitude area 431 square metres

over REMAINDER OF ERF 8887 STELLENBOSCH

Situate in the Stellenbosch Municipality
 Administrative District of Stellenbosch
 Surveyed in August 2008
 by me

Province of Western Cape

PLS 0907 M B Straughan Pr Land Surveyor

This diagram is annexed to No. 000000449/2010 Dated i.f.o.	The original diagram is No. 7354/1986 Annexed to 1987. .15761	File No. S/2641/137 S.R. No. E2988/2008 Comp.BHSZ-1273 (6941) LPI C0670022
---	--	---

20 MAY 2010
 Registrar of Deeds

SERVITUDE DGM.

Servitude Dgm. 6677/2008

EXEMPT FROM PROVISIONS
 OF CHAPTER III
 OF ORD. 15/1085

*Nagskuiling
file des.
H.*

From: "Arend de Waal" <arendw@cm.law.za>
To: "Hanlie Linde" <HanlieL@stellenbosch.org>
CC: "Colet Bourbon-Leftley" <coletb@cm.law.za>
Date: 20/05/2010 12:18 PM
Subject: SERWITUUT : STELLENBOSCH NAGSKUILING / MUNISIPALITEIT
STELLENBOSCH

Beste Hanlie,

Ek bevestig graag hiermee dat bogemelde transaksie vandag in die Aktekantoor geregistreer is.

Ons verwag aflewering van die akte vanaf die Aktekantoor teen ongeveer die einde van Julie 2010. By ontvangs daarvan sal ons dit aan julle stuur.

Ons bedank julle graag hiermee vir die opdrag.

Vriendelike groete

Arend de Waal | Direkteur

Cluver Markotter Ing

Cluver Markotter Gebou,

Meulstraat, Stellenbosch,

7600

Telefoon

+27(0)21 808 5694/09

Faks

+27(0)21 886 5420

.arendw@cm.law.za

www.cm.law.za

IMPORTANT LEGAL NOTICE

The legal status of this communication is governed by the terms, conditions and notices ("the terms") published at <http://www.cm.law.za/terms.aspx>, which terms are incorporated herein by reference and relate to matters such as the confidentiality & integrity of communications, availability of information and the limitation of liability in respect of this communication. The terms include our full company details and a list of current directors.

If you are unable to access the information located at this Internet hyperlink for any reason, kindly contact us on +27[0]21 808-5631 to make alternative arrangements.



TD2

HEREREGTE

Verklaring deur koper - Wet op Hereregte, 1949

Deel 1

Besonderhede van Koper(s)/Oordragener(s)

Volle naam van koper/oordragener (1)

Identiteit/Trust/BK/ Maatskappynommer Inkomstebelasting verwysingsnommer

Indien nie vir inkomstebelasting geregistreer, verskaf jaarlikse inkomste uit alle bronne

Telefoonnommer gedurende kantoor ure

Indien u 'n nie-inwoner is, meld land van verblyf en paspoortnommer

Volle naam van koper/transportnemer (2)

Identiteit/Trust/BK/ Maatskappynommer Inkomstebelasting verwysingsnommer

Indien nie vir inkomstebelasting geregistreer, verskaf jaarlikse inkomste uit alle bronne

Telefoonnommer gedurende kantoor ure

Indien u 'n nie-inwoner is, meld land van verblyf en paspoortnommer

Besonderhede van kooptransaksie

Datum van verkryging

Vergoeding / Waarde Plaaslike owerheid waardasie

Enige ander vergoeding betaalbaar Verband toegestaan deur

Totale vergoeding Bedrag van verband

Beskrywing van eiendom (soos beskryf in Aktekanfoor)

Fisiese adres Poskode

Eiendom is: Verbeter Onverbeter Gekoop deur: Privaat koop Publieke veiling

Tipe eiendom: Primêre woning Ander residensiële eiendom Kleinhoewe 3 Plaas Kommersiële gebou Industriële gebou Ander, spesifiseer

Vir watter doeleindes sal die eiendom gebruik word?

Is die bepaling van artikel 35A van die Inkomstebelastingwet, 1962, van toepassing? (d.w.s. Gekoop van 'n nie-inwoner) JA NEE

Indien u BTW ondernemer is en 'n insetbelasting aftrekking gaan eis ten opsigte van die aankoop, verstrek BTW registrasienommer

Berekening van hereregte en rente betaalbaar

Hereregte betaalbaar op synde totale vergoeding bilike waarde

% op =

% op =

% op =

Subtotaal

SARS verwysing Boeta/rente (aantal maande x 10% p.j.)

Aktebesorgde/Prokureur seer verwysingsnommer Totale betaalbaar

Verklaring deur Koper(s)/Oordragener(s)

Die koper(s) en oordragener(s) is verwante persone soos uiteengesit in die Wet op Belasting op Toegevoegde Waarde, 1991, JA NEE

Hierdie verklaring word deur my/ons as "koper(s)/Verteenwoordiger(s) van die koper(s) gemaak. Dit is 'n wettige en wettig verkaf in hierdie verklaring wat op 21 Jul 2014.



TRANSFER DUTY

TD3

Annexure to Transfer Duty declaration
Transfer Duty Act, 1949

Nature of transaction - Complete only the appropriate block

1.— Donation

I/We, the undersigned, hereby declare that on - - and not before, the property, as described in the attached TD1 and TD2 declarations was donated by the undersigned donor (Transferor) to the undersigned donee (Transferee) and that the donor has not and will not receive any form of consideration for, or on account of the donation of the said property to the donee.

2.— Exchange

I/We, the undersigned, hereby declare that on - - and not before, we the undersigned Transferor and Transferee, mutually agreed to the exchange of our properties, as described in the attached TD5 declarations. We declare that there is no other consideration passing between us for the purpose of equalising the difference in the value of the said properties or for any other reason, except

R and/or other consideration valued at R

given or to be given by / to /

We further declare that neither of us, (the declarants), nor any other person has given or received any money or consideration in kind, for or in respect of the exchange and mutual transfer of the properties.

3.— Partition

I/We, the undersigned declarants, as joint proprietors of the property as described in the attached TD1 and TD2 declarations, hereby declare that on - - and not before, we mutually agreed to the following partition of the said property so as to give to each other, a clearly definable portion as his/her separate and exclusive property, namely:

to Declarant A the portion of

to Declarant B the portion of

We further declare that neither of us, (the declarants), nor any other person has given or received any money or consideration in kind, for or in respect of the partition and mutual transfer of the aforementioned property except as follows:

4.— Cancellation

I/We, the undersigned Transferor(s) hereby declare that on - - and not before, I sold to the Transferee(s) the property as described in the attached TD1 and TD2 declarations. It was mutually agreed to cancel the said sale for the following reasons:

and upon the following term(s):

- (a) I have received and retained or will receive and retain R of the selling price.
- (b) I have received or will receive from the Transferor, R as consideration for cancellation.
- (c) I have paid or will pay R as consideration for cancellation.

We further declare that neither of us, (the declarants), nor any other person, has given or received any money or consideration in kind, for or in respect of the cancellation of the said sale, other than as stated above.

5. Other

I/We, the undersigned, hereby declare that on - - and not before, the property, as described in the attached TD5 declaration, was **A servitude area over Erf 8887 Stellenbosch in favour of the Stellenbosch Municipality**

We further declare that neither of us, (the declarants), nor any other person, has given or received any money or consideration in kind, for or in respect of the cancellation of the said sale, other than as stated above.

Declaration by Transferor and Transferee

Transferor/Declarant A

Name STELLENBOSCH NAGSKULING Signature

Transferee/Declarant B

Name MUNICIPALITY STELLENBOSCH Signature **N P du Toit** 2010 01 27



TD2

HEREREGTE

Verklaring deur koper - Wet op Hereregte, 1943

Deel 1

Besonderhede van Koper(s)/Oordragnemer(s)

Volle naam van koper/oordragnemer (1) Identiteit/Trust/BK/
Maatskappynommer Inkomstebelasting
verwysingsnommer

Indien nie vir inkomstebelasting geregistreer, verskaf jaarlikse inkomste uit alle bronne

R n.v.t

Telefoonnommer
gedurende kantoor ure

Indien u 'n nie-inwoner is, meld land van verblyf en paspoortnommer

n.v.t

Volle naam van koper/
transportnemer (2)Identiteit/Trust/BK/
Maatskappynommer Inkomstebelasting
verwysingsnommer

Indien nie vir inkomstebelasting geregistreer, verskaf jaarlikse inkomste uit alle bronne

R n.v.t

Telefoonnommer
gedurende kantoor ure

Indien u 'n nie-inwoner is, meld land van verblyf en paspoortnommer

n.v.t

Besonderhede van kooptransaksie

Datum van verkryging Vergoeding / Waarde Plaaslike owerheid
waardasie Enige ander vergoeding
belaalbaar Verband toegestaan
deur Totale vergoeding Bedrag van verband Beskrywing van
eiendom (soos beskryf
in Aktekantoor)

'n Serwittuutgebied oor Erf 8887 Stellenbosch ten gunste van die Munisipaliteit Stellenbosch

Fisiese adres

Tennantstraat, STELLENBOSCH

Poskode

Eiendom is:

 Verbeter Onverbeter

Gekoop deur:

 Privaat koop Publieke veiling

Tipe eiendom:

 Primêre woning Ander residensiële
eiendom Kelnhoewe Plaas Kommersiële gebou Industriële gebou Ander,
spesifiseer Vir watter doeleindes sal die eiendom gebruik
word?

Is die bepaling van artikel 35A van die Inkomstebelastingwet, 1962, van toepassing? (d.w.s. Gekoop van 'n nie-inwoner).....

 JA NEEIndien u BTW ondernemer is en 'n insetbelasting aftrekking gaan eis ten opsigte van die aankoop, verstrek BTW
registrasienommer

Berekening van hereregte en rente betaalbaar

Hereregte betaalbaar op

synde totale vergoeding

 blyke waarde % op

R

=

R

 % op

=

 % op

=

Subtotaal

R

SARS verwysing Boerse/rente (aantal maande x 10% p.j.) Aktebesorger/Prokureur lëer
verwysingsnommer

Totaal betaalbaar

R

Verklaring deur Koper(s)/oordragnemers(s)

Die koper(s) en oordragnemer(s) is verwante persone soos uiteengesit in die Wet op Belasting op Toegevoegde Waarde, 1991.....

 JA NEE

Hierdie verklaring word deur my/lons as *koper(s)/Verteenwoordiger(s) van die koper(s) gemaak.

Een oorsiglikse afskrif van hierdie verklaring verakaf in hierdie verklaring waar en juis is.

Handtekening van koper(1)

Datum

Handtekening van koper(2)

Datum



TRANSFER DUTY

TD3

Annexure to Transfer Duty declaration
Transfer Duty Act, 1949

Nature of transaction - Complete only the appropriate block

1.—Donation

I/We, the undersigned, hereby declare that on - - and not before, the property, as described in the attached TD1 and TD2 declarations was donated by the undersigned donor (Transferor) to the undersigned donee (Transferee) and that the donor has not and will not receive any form of consideration for, or on account of the donation of the said property to the donee.

2.—Exchange

I/We, the undersigned, hereby declare that on - - and not before, we the undersigned Transferor and Transferee, mutually agreed to the exchange of our properties, as described in the attached TD5 declarations. We declare that there is no other consideration passing between us for the purpose of equalizing the difference in the values of the said properties or for any other

reason, except R and/or other consideration valued at R given or to be given by / to / .

We further declare that neither of us, (the declarants), nor any other person has given or received any money or consideration in kind, for or in respect of the exchange and mutual transfer of the properties.

3.—Partition

I/We, the undersigned declarants, as joint proprietors of the property as described in the attached TD1 and TD2 declarations, hereby declare that on - - and not before, we mutually agreed to the following partition of the said property so as to give to each other a clearly definable portion as his/her separate and exclusive property, namely:-

to Declarant A the portion of to Declarant B the portion of

We further declare that neither of us, (the declarants), nor any other person has given or received any money or consideration in kind, for or in respect of the partition and mutual transfer of the aforementioned property except as follows:

4.—Cancellation

I/We, the undersigned Transferor(s) hereby declare that on - - and not before, I sold to the Transferee(s) the property as described in the attached TD1 and TD2 declarations. It was mutually agreed to cancel the said sale for the following reason(s):

and upon the following term(s):-

(a) I have received and retained or will receive and retain R of the selling price.(b) I have received or will receive from the Transferor, R as consideration for cancellation.(c) I have paid or will pay R as consideration for cancellation.

We further declare that neither of us, (the declarants), nor any other person, has given or received any money or consideration in kind, for or in respect of the cancellation of the said sale, other than as stated above.

5. Other

I/We, the undersigned, hereby declare that on - - , and not before, the property, as described in the attached TD5 declaration, was

We further declare that neither of us, (the declarants), nor any other person, has given or received any money or consideration in kind, for or in respect of the cancellation of the said sale, other than as stated above.

Declaration by Transferor and Transferee

Transferor/Declarant A

Name Signature

Transferee/Declarant B

Name Signature - -



MEMORANDUM OF AGREEMENT

entered into between

STELLENBOSCH MUNICIPALITY
("the Municipality")

and

THE STELLENBOSCH NIGHT SHELTER
("the SNS")

Handwritten signatures and initials:
- A signature that appears to be "K. H. ..."
- The initials "MH"
- The initials "S. ..."
- The initials "S. ..."

WHEREAS Erf 8887 Stellenbosch is registered in the name of the SNS; and

WHEREAS the Municipality has made provision in its capital budget for the 2006/2007 and 2007/2008 financial years for the construction of a municipal night shelter in the amount of R1 520 000.00 (ONE MILLION FIVE HUNDRED AND TWENTY THOUSAND RAND); and

WHEREAS the aforesaid property was donated to the SNS on certain conditions; and

WHEREAS the Municipality wishes to construct the aforesaid municipal night shelter on Erf 8887 Stellenbosch; and

WHEREAS the SNS has agreed and consented to the construction of the municipal night shelter; and

WHEREAS the SNS has agreed to sign all documents and to perform all acts to give effect to the provisions of this Agreement; and

WHEREAS the SNS has been elected as sole supplier to provide services in terms of this Agreement; and

WHEREAS the Municipality needs to comply with certain legislative provisions concerning the use of funds for buildings on land not owned by the Municipality;

NOW THEREFORE the parties agree as follows:

1 INTERPRETATION

1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context –

1.1.1 "administration costs" means the monthly fee of R10 000.00, which shall escalate at the rate of 5% per annum, payable by the Municipality to the SNS for managing the New Shelter;

1.1.2 "the Building" means the Old Shelter and the New Shelter;

1.1.3 "the Property" means Erf 8887 Stellenbosch in the Municipality and Division of Stellenbosch, Western Cape Province;

Handwritten signatures and initials:
 J. J. J. J.
 P. J. J. J.
 M. J. J. J.
 W. J. J. J.

- 1.1.4 "the Old Shelter" means the existing night shelter on the Property;
- 1.1.5 "the New Shelter" means the municipal night shelter to be constructed by the Municipality on the Property;
- 1.1.6 "the SNS" means the Stellenbosch Night Shelter;
- 1.1.7 "the Municipality" means the Stellenbosch Municipality;
- 1.2 any reference to the singular includes the plural and vice versa;
- 1.3 any reference to natural persons includes legal persons and vice versa;
- 1.4 any reference to a gender includes the other gender;
- 1.5 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation;
- 1.6 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause;
- 1.7 If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.8 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa, provided that in the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as interpreted and applied in Western Cape will prevail.

[Handwritten signature]
16/11/2011

2 SERVITUDE

It is agreed that a servitude will be registered in favour of the Municipality over the Property to create a real right for the Municipality in respect of the use of the New Shelter and to give effect to the provisions of this Agreement. A copy of the servitude is annexed as "A".

3 OPERATING COSTS

3.1 It is agreed that the Municipality will be responsible, subject to compliance with its legislative duties and/or legislative requirements, for the following costs in respect of the New Shelter, namely:

- 3.1.1 all costs relating to the furnishing of and equipment for the New Shelter;
- 3.1.2 fencing;
- 3.1.3 costs of an architect;
- 3.1.4 running costs of the shelter, *inter alia*:
 - 3.1.4.1 the payment of the salaries of the social worker (up to a maximum of 20 hours per week) and the supervisor to be appointed by the SNS;
 - 3.1.4.2 ordinary maintenance costs of the New Shelter including, *inter alia*, the provision of cleaning detergents;
 - 3.1.4.3 administration costs;
 - 3.1.4.4 the installation of separate water and electricity meters for the New Shelter and/or the exemption of payment for these items; and
 - 3.1.4.5 funds to provide at least one meal a day for the residents of the New Shelter.

OK
OK
OK
OK
OK

4 RULES AND GENERAL CONDITIONS

It is agreed that the rules and general conditions that shall apply to the management and operation of the New Shelter, shall be determined by agreement between the parties, in consultation with such third person(s) as the parties by mutual consent may allow and shall be embodied in the service level agreement referred to in clause 7.

5 LEGAL COSTS

It is agreed that the Municipality will pay all legal costs relating to the drafting of this Agreement as well as the registration of the servitude referred to in clause 2 above and the service level agreement emanating from this Agreement.

6 SPECIAL CONDITION

6.1 It is recorded that the existing title deed of the Property contains a condition to the following effect, namely that:

6.1.1 Should the Old Shelter not be used for charity purposes, the property shall be transferred back to the Municipality upon request and at the expense of the SNS, whereafter the Property will be sold at public auction; and

6.1.2 The proceeds of the public auction shall then be used to remunerate the Municipality at the current market price of the land as well as the donation in the amount of R125 000.00 (One Hundred and Twenty Five Thousand Rand) of the Western Cape Regional Services Council, whereafter the balance shall be dealt with in terms of the Constitution of the SNS.

6.2 It is agreed that the SNS will not be liable to the Municipality for any shortfall by virtue of the sale of the Property by way of public auction and that all accumulated funds of the SNS shall have no bearing on and/or relation to this Agreement and shall be dealt with in terms of the Constitution of the SNS.

6.3 The parties agree that if the Municipality, for whatever reason, neglect or decide not to operationally fund the Municipal Night Shelter, the Stellenbosch

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Night Shelter will be entitled to cancel the servitude in terms of the Deed of Servitude and will use the Municipal Shelter as an extension of the Stellenbosch Night Shelter or as another project without profit for the benefit of the community.

7 SERVICE LEVEL AGREEMENT

It is recorded that a separate service level agreement shall be entered into between the parties as is required by and subject to the legislative obligations of the Municipality wherein, *inter alia*, the duration of such agreement as well as the rules and general conditions shall be embodied.

8 MEDIATION AND ARBITRATION

- 8.1 All disputes arising out of or relating to this Agreement including disputes as to the meaning or interpretation of any provisions of this Agreement or as to the carrying onto effect of any such provisions or as to the quantification or determination of any amount or thing required to be determined or quantified in terms of or pursuant to this Agreement, shall first be negotiated in good faith by the parties, failing agreement, it shall be referred to mediation, which shall be presided over by a mediator agreed to between the parties or, failing agreement, to be appointed by the Chief Executive Officer for the time being of the Independent Mediation Services of South Africa arbitration.
- 8.2 The mediation shall be on the basis that -
- 8.2.1 The mediator shall give both parties an opportunity to lead evidence and to present oral argument;
- 8.2.2 The mediator shall endeavour to give his or her award within a period of 2 (two) weeks from the date of his or her appointment;
- 8.2.3 The fees and disbursements of the mediator shall be paid by the parties to the dispute in equal shares, unless the mediator directs otherwise.
- 8.3 Either party to a dispute referred to mediation may refer the dispute to arbitration within 10 (ten) days after the mediator has given his or her award.

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by written notice addressed to the other party in which notice particulars of the dispute are set out.

- 8.4 Subject to the provisions of this clause, the arbitration will be held under the provisions of the Arbitration Laws for the time being in force in the Republic of South Africa (as it is constituted from time to time).
- 8.5 The arbitrator will be an independent person agreed upon by the parties to the dispute and, failing such agreement within 5 (five) days after the date on which arbitration is requested by either party to this Agreement, will be appointed by the President and, failing him, the Vice-President for the time being of the Cape Law Society who may be requested by either party to the dispute to make the appointment at any time after the expiry of that five day period.
- 8.6 Immediately after the arbitrator has been agreed upon or appointed, either of the parties to the dispute will be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings will be held and to settle the procedure and manner in which the arbitration proceedings will be held.
- 8.7 The arbitration will be held in Stellenbosch in accordance with the formalities and procedure settled by the arbitrator, and may be held in an informal and summary manner, on the basis that it will not be necessary to observe or carry out the usual formalities or procedures, pleadings and discovery or the strict rules of evidence.
- 8.8 In the absence of an agreement between the parties or a ruling by the arbitrator, a party wishing to use any documents, photograph, audio or video tape recording, or another exhibit of a like nature (referred to in this clause as "the exhibits") must furnish particulars thereto to the arbitrator and the other party to the arbitration not later than 10 (ten) days prior to the hearing fixed for the arbitration. The notice giving particulars must include an address at which the exhibits may be inspected and the party giving notice must, if requested to do so by the other party, provide a copy of the exhibits. The costs of making such copies will be costs in the arbitration.

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A large, stylized signature, possibly "H. van der Merwe", is written in the bottom right corner. Below it are several smaller initials and marks, including what appears to be "M" and "N".

- 8.9 The arbitration will be held as soon as possible after it is requested with a view to it being completed within 30 (thirty) days after it has been so requested if possible.
- 8.10 The arbitrator will be entitled to make such award, including an award for specific performance, an interdict, damages, account of profits, a penalty or otherwise as he in his sole discretion may deem fit an appropriate and to deal as he deems fit with the question of costs, including, if applicable, costs on the attorney and client scale, or own client scale, and his own fees.
- 8.11 Any award made by the arbitrator:
- 8.11.1 will be final and binding on the parties to the agreement; and
- 8.11.2 may be made an order of any court to whose jurisdiction the parties are subject to.
- 8.12 Nothing contained in this clause will preclude either party from obtaining intermediate relief on an urgent or other basis from a court of competent jurisdiction, pending the decision of the arbitrator.

9 BREACH

In the event of any of the parties ("the defaulting party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 10 (ten) days after receipt of a written notice from the other party ("the aggrieved party") calling upon the defaulting party so to remedy, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice, claim and recover damages from the defaulting party.

10 WHOLE AGREEMENT

- 10.1 This is the entire agreement between the parties;

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- 10.2 Neither party rely on entering into this Agreement upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this Agreement as warranties of all undertakings.
- 10.3 No variation or consensual cancellation of this Agreement shall be of any force or effect unless produced in writing and signed by both parties;
- 10.4 All the rights and obligations stipulated in this Agreement, will continue and become binding on the successors of the Parties.

SIGNED at Stellenbosch on 16 May 2008.

FOR AND ON BEHALF OF THE MUNICIPALITY

Hinde

AS WITNESSES:

1. Mala Pleuris

2. [Signature]

SIGNED at Stellenbosch on 20 May 2008.

FOR AND ON BEHALF OF THE STELLENBOSCH NIGHTSHELTER

Du Kuycke

AS WITNESSES:

1. M. M. M. M.

2. [Signature]

Service Agreement

between

Stellenbosch Municipality

and

Stellenbosch Night Shelter

regarding the running of the Municipal Shelter by the Stellenbosch Night Shelter

Preamble:

The Stellenbosch Night Shelter committee will run the Municipal Shelter in accordance with their constitution, a certified copy of which is attached to this agreement. In the 15 years of the successful running of the present Shelter, the Shelter has been open every night. It is the expressed aim of the committee to ensure this at the Municipal Shelter. It is, however agreed, that any circumstances beyond our control such as disasters or being let down by the supervisor could compel us to close the Municipal Shelter temporarily. It is the firm undertaking of the committee that in the unlikely event of this happening any closure will be kept to a bare minimum

The rules have been drawn up in consultation between Adv Hanlie Linde, the Municipal Law Enforcement Officers and the Stellenbosch Night Shelter. They can be changed by mutual agreement after discussion. The Stellenbosch community has been allowed input, as it is important to have their support.

It is agreed that the aim of the Municipality in building this shelter is that they would like to remove vagrants permanently from the streets of the greater Stellenbosch area. It is acknowledged that the Night Shelter can give no guarantee of what they will achieve, as night shelters are only a humane way in which to address a very large social problem. Many people would like to get off the streets but work and accommodation is difficult to find. Some people are dependant on alcohol and drugs and have very little desire to leave their way of life. The Stellenbosch Night Shelter undertakes to work diligently in helping people to leave the streets, but there must be no confusion as to how difficult and challenging this task is.

It is agreed that, to avoid confusion, the original Night Shelter where vagrants have to be sober, will retain the name of the Stellenbosch Night Shelter and that the new shelter will be referred to as the Municipal Shelter.

Whereas the SNS has been selected as sole supplier to provide services in terms of the Memorandum of Agreement, this service agreement will run for three years. The Municipality undertakes to start the process of appointing Stellenbosch Night Shelter six months before the end of the three-year appointment.

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~~Adv Hanlie Linde~~
 HL
 MR
 DR

Rules and Management of the New Shelter:

1. The Municipal Law Enforcement Officers (MLEO's) will be able to bring vagrants to the shelter from 17h00 to 24h00 every day of the week. No admission fee will be charged since the Municipality will be carrying all costs. The MLEO's undertake to handle the vagrants compassionately and in terms of the by - law for the control of certain offences in public places promulgated on 7 May 2003. If the MLEO's do not have transport available, they can phone the shelter and say they are sending the particular person.
2. The MLEOs will, if required, assist the supervisor in bringing people into the dormitory or cool down room. When vagrants are admitted to the shelter, all their belongings will be logged and stored if necessary.
3. It is intended that the supervisor, if he does not already possess the skill, be trained in the maintenance of security by completing a course/program.
4. Supper is served at 19:30. People admitted later than this will still receive something to eat. All residents will receive breakfast consisting of at least coffee and bread.
5. Residents will be required to help clean the shelter in the morning. This will be overseen by the supervisor.
6. The supervisor will record all vagrants who are brought to the Shelter in the register. The supervisor will have the right to search vagrants and store any possessions. Thereafter the social worker will take the vagrant's details and a photograph will be taken. The social worker will maintain a database which will be available to other organisations (including the Municipality) concerned with the homeless. The confidentiality of individual situations will be maintained. This will be the task of the social worker. The social worker will work 20 hours a week for the Municipal Shelter. The Stellenbosch Night Shelter committee will decide on his/her remuneration and benefits in line with the budget provided by the Municipality.
7. It is intended that the maximum stay at the Municipal shelter will not exceed 14 days. A longer stay will be at the discretion of the social worker. A ticket which will be valid for 14 days will be issued in the person's name. During their stay, people will be encouraged to return to their families or to use the Stellenbosch Night shelter (where admission is R5 per person per night) and to consider long term solutions. The social worker will liaise with the Municipal Social Worker in this regard. If a vagrant has been through the process at the Municipal Shelter, and the Stellenbosch Night Shelter and returns to the street, they will be handled as offenders in breach of the relevant Municipal by-laws. This will be handled by the Municipality. The Municipality admits that it is extremely difficult to set a time limit on how

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H. ...
W. ...
M. ...
R. ...

long people may stay, due to the complex nature of this form of rehabilitation. The discretion of the Social Worker at the Stellenbosch Night Shelter will be respected.

8. The shelter will be closed during the day. People must leave the shelter at 08h00. The supervisor will wake everybody up at 07h00 (possibly at differing times for summer/winter). After they have showered, eaten and cleaned the shelter they will leave. Facilities for them to wash their clothes will be available. Depending on their situation they will be told to return at 17:00 or will be directed to alternatives.
9. The final decision on admittance rests with the supervisor, according to the rules set by the committee. It is the committee's goal that the shelter be optimally used. If the supervisor has to evict a person or the person chooses to leave themselves, this will be reported to the Municipality the next morning. The Municipality and the MLEO's will report any problems to the social worker the next day.
10. It is preferred that the supervisor be married or in a permanent relationship, so that his wife or partner can assist with the women. The appointment will be for 1 year on a temporary basis. The supervisor will have 6 evenings a month off when a relief supervisor will be paid as well as 15 working days annual leave. Depending on how the Shelter works we might have to consider extra male help. The Stellenbosch Night Shelter committee will appoint him and decide on his salary and benefits in line with the budget provided by the Municipality. The SNS will take the decision on extra male help and pay his wage in line with the budget.
11. The Shelter will make provision for 18 men, 8 women, a family room for 4 and a cool down room for 2.
12. The Stellenbosch Municipality has agreed to provide all running costs as well as a management fee of R10 000 per month to the Stellenbosch Night Shelter. An annual 5% increase of the management fee and budget will come into effect to make provision for inflation. With regards running costs: the Stellenbosch Night Shelter undertakes to run the Municipal Shelter with financial diligence and economy and will where possible send excess food donations from the Stellenbosch Night Shelter to the Municipal Shelter. The SNS will do everything they can to operate within the allocated budget. The budget is to be clarified each year in advance. The budget of R365 200 for the year 2007/2008 has been approved by the Municipality.
13. Vagrants who have been at the Stellenbosch Night Shelter within the last six months will not be admitted at the Municipal Shelter as they have proven that they are able to maintain the rules of sobriety. It must be understood that some residents of the Stellenbosch Night Shelter often do not come as they are drunk and choose to drink particularly over the weekends. This rule is to support rehabilitation and

Stellenbosch
Municipality
10/11/07
10/11/07

tickets on occasion for vagrants to return on their own. The Municipality must encourage people with tickets to find their own way to the shelter and not expect to be transported.

- 16. The Municipality agrees to bury residents who die without funeral cover and without family on the premises of the Municipal Shelter and the Stellenbosch Night shelter as paupers.
- 17. The SNS will give monthly feedback in the form of financial statements with copies of relevant invoices and a report from the social worker. The SNS will also frequently update the register of vagrants and pass it to the Municipality. The Social Worker at the Municipal Shelter will liaise with the Department of Social and Human Development within the Directorate of Social Development Services at the Municipality.
- 18. Before any budgeted amount is transferred from the Municipality to the SNS, the SNS will provide the Municipality with its latest audited financial statements and a cash flow proposal for the duration of the financial year.

SIGNED at Stellenbosch on

21 May 2008.

FOR AND ON BEHALF OF THE
STELLENBOSCH NIGHT SHELTER

FOR AND ON BEHALF OF THE
STELLENBOSCH MUNICIPALITY

[Signature]
WHO WARRANTS THAT HE/SHE
IS DULY AUTHORISED THERETO

[Signature]
WHO WARRANTS THAT HE/SHE
IS DULY AUTHORISED THERETO

AS WITNESSES:

1. [Signature]

1. [Signature]

2. [Signature]

2. [Signature]

Appendix 5 ⁵⁵

Erf 8887 (Mnr JJ Kruger)
15/4/12 + 7/3/2/3/2 →

1991-03-04

VIR AANDAG : MEV REYNEKE

Die Sekretaris
Stellenbosch Nagskuilingkomitee
Posbus 766
STELLENBOSCH
7600

Mevrou

OORDRAG VAN ERF 8887 TENNANTVILLE AAN NAGSKUILING STELLENBOSCH

Ten einde die bogemelde erf oor te dra na Nagskuiling Stellenbosch, het die Stadsraad die aangehegte ooreenkoms goedgekeur. Dit sal waardeer word as u en twee getuies elke bladsy in swart ink sal parafeer en die laaste bladsy behoorlik onderteken en die ooreenkoms dan aan my terug bring.

By ontvangs sal die Raad se prokureurs gevra word om met die oordrag voort te gaan.

Die uwe



STADSKLERK

lylae

JK/ll

P 15/3/12
Beie Q.

AFSKRIF TER INLIGTING AAN :
STADSTESOURIER



Erf 8887 + 15/4/12 (Mnr JJ Kruger)
Departement van die Stadsekretaris

1991-06-18

Die Sekretaris
Stellenbosch Nagskullingskomitee
Posbus 766
STELLENBOSCH
7600

Mevrou Reyneke

OORDRAG VAN ERF 8887 TENNANTVILLE AAN NAGSKULING, STELLENBOSCH

Aangeheg hierby is 'n afskrif van die voltooide ooreenkoms vir u rekords en veilige bewaring.

Die Raad se prokureurs is reeds opdrag gegee om met die oordrag voort te gaan.

Die uwe



n UITVOERENDE HOOF/STADSKLERK

JK/b

Ber J

KONTROLELYS VAN GEMAKKESCHING VAN KONTRAKTE TEN OPSIGTE VAN VERKOP VAN VASTE EIENDOM

ERF NR: 888 7 DORPSGEBIED: TENNANTVILLE KOPER: NAKLUKING STELEN-
GESCH
SKEMA:

	HANDTEKERING VAN BEAMTTE	AMPSAEMANING	DATUM
1. Kontrak is goedgekeur per Raadsbesluit nr. <u>75A</u> datum <u>1991-01-22</u>		<u>105</u>	<u>15/3/91</u>
2. Inhoud van kontrak stem ooreen met alle betrokke Raadsbesluite: nr <u>21A (Komitee)</u> datum <u>1989-08-15</u> nr <u>5.44A</u> datum <u>1989-03-14</u>		<u>105</u>	<u>15/3/91</u>
3. Alle formaliteite soos vereis per wetgewing is nagekom (meld betrokke goedkeuring vertry): Advertensie Artikel 124(2)(a) van Ord. 20/1974. Administrateurs: nr datum Dist Gemeenskapsbou: nr datum Geoelegerde magte nr Ander:			
4. Kontrak voldoen aan die wesentlike regsveristes.			
5. Finansiële bepalings: (a) Koopeers R <u>GRATIS</u> is in ooreenstemming met Raadsbesluit nr <u>5005</u> gedateer en/of Administrateursgoedkeuring of Nasionale Behuising-kommissiegoedkeuring nr gedateer (Siraq wat nie van toepassing is nie). (b) Deposito is betaal: Kwitansie nr Datum Bedrag (c) Administrasiefool vir oostel van kontrak is betaal: Kwitansie nr Datum Bedrag <u>820,00</u> (Raad 17/8/82, item 3.1) (d) Renteklausule t.o.v. kontantkooers is in ooreenstemming met Raadsbesluit of ander toepaslike wetgewing of omsendbriewe. (e) Paalementkooers: (i) Paalemente teen% per jaar, maandeliks betaalbaar, is bereken op die saldo van R oor jaar (..... periodes) Faktor is (ii) Aanvangsdatum van rechteffing is in orde. (iii) Maandelikse administrasieffing is ingevolge Raadsbesluit in kontrak ooneem. (iv) Aanvangsdatum van paalement is in orde. (v) Termyn van betaling is ooreenkomstig Raadsbesluit en/of wetgewende voorskrifte. (vi) Repekoers is in ooreenstemming met Raadsbesluit en/of wetgewende voorskrifte. (f) Ooneet- en advertensiekoste is betaal: Kwitansie nr Bedrag Datum of in klousule van kontrak ooneem. (g) Bouklousule korrek ingevolge Raadsbesluit. (h) Belastings, diensgelde en beskikbaarheidgelde klousule is in orde. (i) Ander (meld):		<u>105</u>	<u>15/3/91</u>
		<u>ARM(I)</u>	<u>9/10/91</u>

Kontrolelys behoerlik voltooi:
(Senior beampte in SK-departement)

NOTA: Hierdie vorm word aangeneem by elke kontrak wat aan die Burgemeester en Stadsklerk vir ondertekening voorgelê word. Dit word in duplikaat voltooi en afskrif na Stadsreksourter saam met afskrif van getekende kontrak. Oorspronklike kon, na ondertekening van die kontrak, na SK-departement lêer.

MEMORANDUM VAN OOREENKOMS aangegaan deur en tussen

DIE MUNISIPALITEIT STELLENBOSCH

hierin verteenwoordig deur die dienende Burgemeester en Stadsklerk van die gemelde Munisipaliteit

(hierna die "RAAD" genoem)

en

NAGSKUILING STELLENBOSCH

Posbus 766

Stellenbosch

hierin verteenwoordig deur

Dorothy May Reyneke

in sy hoedanigheid as

Sekretaris

synde behoorlik daartoe gemagtig om genoemde instansie hierbo te verbind

(hierna die "BEGUNSTIGDE" genoem)

NADEMAAL die RAAD die eienaar is van die hiernagemelde eiendom

EN NADEMAAL die BEGUNSTIGDE begerig is om gemelde eiendom te bekom

DERHALWE KOM DIE PARTYE SOOS VOLG OOREEN:

EIENDOM

- 1 Die RAAD dra hiermee oor aan die BEGUNSTIGDE
- | | |
|----------------|--|
| Sekere | Erf 8887 |
| Groot ongeveer | 1 685 m ² |
| Geleë te | Tenantville, Stellenbosch
in die munisipale gebied en
distrik van Stellenbosch |

soos meer volledig blyk met verwysing na die aangehegte Plan wat deur die partye parafeer is vir identifikasiedoeleindes

(hierna die "EIENDOM" gencem)

KOOPPRYS EN BETALING

- 2 Die waarde van die EIENDOM beloop die bedrag van R99 286,80 (NEGE-EN-NEGENTIGDUISEND TWEEHONDERD SES-EN-TAGTIG RAND EN TAGTIG SENT), welke bedrag reeds ten volle deur die RAAD betaal is. Erf 8887 word gratis aan die NAGSKUILINGSKOMITTEE beskikbaar gestel vir die oprigting van 'n nagskooling.

BESITNAME

- 3.1 Besitname deur BEGUNSTIGDE geskied op die datum van ondertekening van hierdie ooreenkoms namens die RAAD vanaf welke datum die uitsluitlike risiko daarvan op die BEGUNSTIGDE sal oorgaan en hy geregtig sal wees op alle opbrengste en winste van die EIENDOM. Datum van besitname sal ook as datum van verkoop geld vir doeleindes van hierdie ooreenkoms. Die BEGUNSTIGDE sal ook vanaf datum van besitname verantwoordelik wees vir alle heffings en belasting wat ten opsigte van die EIENDOM opgelê mag word, sy dit betaalbaar aan die Regering, die Munisipaliteit of wie ook al.
- 3.2 In die geval waar die BEGUNSTIGDE 'n Trustee van 'n maatskappy of beslote korporasie, geregistreer te word is, verbind hy homself hiermee om persoonlik en in sy eie naam transport te neem van die

B *A*

(d)
RAAD
1998

gemelde eiendom, sou die gemelde maatskappy of beslote korporasie nie binne 6 (SES) weke vanaf datum van verkoping geregistreer word met voldoening aan alle wetlike vereistes met betrekking tot voorinkorporasiekontrakte nie of sou die gemelde maatskappy of beslote korporasie weier en/of versuim om hierdie verkoping binne 6 (SES) weke vanaf datum van hierdie verkoping behoorlik te ratifiseer en te bekragtig.

EIENDOMSBELASTING

- 4 Ingevolge die bepaling van die Munisipale Ordonnansie, 1974 (Ordonnansie 20 van 1974) betaal die BEGUNSTIGDE eiendomsbelasting op die EIENDOM vanaf die datum van verkoop. Ten einde invordering daarvan te vergemaklik, onderneem die BEGUNSTIGDE om vanaf die datum van verkoop totdat die EIENDOM in die Skattingsregister van eiendomme in die munisipale gebied van Stellenbosch ingedra is, aan die RAAD 'n bedrag of bedrae te betaal wat gelykstaande is aan die belasting wat op die EIENDOM gehef sou gewees het indien dit in die voormelde Skattingsregister vanaf die datum van verkoop ingesluit was, met dien verstande dat die bedrag of bedrae wat, soos vermeld, betaalbaar is ten opsigte van die eerste tydperk proporsioneel bereken sal word vanaf die datum van verkoop tot die einde van die boekjaar, ten opsigte waarvan belastings normaalweg gehef word. Vir die doeleindes hiervan word die waardasie van die EIENDOM geag gelykstaande te wees aan die waarde wat reeds deur die RAAD betaal is.

Indien die amptelike skatting uiteindelik meer of minder as die koopprys is moet die RAAD of die BEGUNSTIGDE die verskil tussen die belasting bereken op die amptelike skatting en die belasting bereken op die koopprys in- of terugbetaal, na gelang van die geval, vanaf datum van genoemde skatting.

GRENSBAKENS

- 5 Die BEGUNSTIGDE onderneem om die grensbakens van die EIENDOM op so 'n wyse in stand te hou dat die grense te alle tye onderskeibaar sal wees.

S *R*

(21)
Wend
1974

Indien daartoe versoek deur die BEGUNSTIGDE en mits geen uitgraving of bouwerk op die EIENDOM begin is nie, onderneem die RAAD om een keer na datum van verkoop die bakens van die EIENDOM aan die BEGUNSTIGDE uit te wys.

BOUKLOUSULE EN VERKOOPSREG

- 6(a) Die BEGUNSTIGDE onderneem om binne 4 (VIER) jaar vanaf die datum van verkoop 'n gebou of geboue op te rig met 'n munisipale skatting van minstens gelykstaande aan die waarde van die EIENDOM.
- (b) Indien sodanige gebou of geboue opgerig is en daarna gedeeltelik of geheel en al vernietig word, onderneem die BEGUNSTIGDE om die gebou of geboue binne 'n tydperk van een jaar gereken vanaf die datum van vernietiging te herstel of opnuut op te rig, na gelang van die geval, sodat dit aan die vereistes wat in klousule (a) vermeld word, voldoen.
- (c) Indien sodanige gebou of geboue nie soos deur klousule (a) vereis, opgerig word of ingevolge klousule (b) herstel of heropgerig word nie, moet gelikwiderde skadevergoeding gelykstaande met die jaarlikse belasting en betaalbaar sou gewees het, op die basis van 'n geskatte waarde van die bedrag van klousule (a) genoem, aan die RAAD betaal word, benewens die belasting wat op die skatting van die EIENDOM in elke jaar gehef mag word, totdat sodanige gebou of geboue tot bevrediging van die RAAD voltooi is.

VERSUIM VAN KOPER

- 7(a) Indien die BEGUNSTIGDE hom skuldig maak aan die verbreking van enigeen van die voorwaardes van hierdie ooreenkoms, sal die RAAD behoudens subklousule (b) geregtig wees om in sy diskresie na 14 (VEERTIEN) dae kennisgewing persoonlik of per geregistreerde pos aan die BEGUNSTIGDE van sy voorneme om dit te doen, die transaksie ingevolge hierdie ooreenkoms kanselleer.
- (b) Indien die BEGUNSTIGDE die RAAD skriftelik versoek om van sy verpligting kragtens hierdie ooreenkoms onthef te word en indien

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die RAAD tevrede is dat die BEGUNSTIGDE redelike gronde vir sy versoek het, kan die RAAD die BEGUNSTIGDE van sodanige verpligtinge onthef op die volgende voorwaardes:

- (a) die BEGUNSTIGDE betaal eiendomsbelasting soos deur die ordonnansie voorgeskryf;
- (b) die BEGUNSTIGDE betaal hereregte soos deur die wet vereis;
- (c) die BEGUNSTIGDE betaal alle prokureurs- en ander kostes wat verskuldig mag wees;
- (d) die RAAD kan na goeddunke, 'n administrasieheffing van R100,00 (EENHONDERD RAND) eis vir elke 6 (SES) maande, of deel daarvan, bereken vanaf die datum van verkoop; en
- (e) ander voorwaardes wat na goeddunke deur die RAAD bepaal kan word.

By verstryking van gemelde kennisgewingtydperk moet die BEGUNSTIGDE onmiddellik die EIENDOM ontruim en die RAAD toelaat om op wettige en vreedsame wyse besit daarvan te neem en verder het die RAAD die reg om alle bedrae wat die BEGUNSTIGDE in-gevolge hierdie ooreenkoms betaal het, te behou of, alternatiewelik as 'n strafbedrag wat die BEGUNSTIGDE onderneem om aan die RAAD te betaal ingeval van voornoemde versuim.

VOORWAARDES

- 8 Die EIENDOM word geskenk onderhewig aan die voorwaardes wat daarop van toepassing is en alle voorwaardes en beperkings wat deur die Administrateur ooreenkomstig die bepalings van die Ordonnansie op Dorpe, 1934 (Ordonnansie 33 van 1934) opgelê is of mag word.

Sonder om afbreuk te doen aan voorgaande, sal hierdie skenking verder onderhewig wees aan die bepalings van die Dorpsaanlegskema van Stellenbosch wat afgekondig is ingevolge die ordonnansie op Dorpe, 1934 (Ordonnansie 33 van 1934).

Vir doeleindes hiervan erken die BEGUNSTIGDE dat hy vertrouwd is met die beperkings en voorwaardes ingevolge genoemde Ordonnansie

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daargestel.

VOETSTOOTS

- 9 Die EIENDOM word voetstoots oorgedra en die RAAD waarborg ook nie dat die EIENDOM geskik is vir die doel waarvoor dit verkry is nie.

BETALING VAN DIENSGELDE

- 10 Na ondertekening van hierdie ooreenkoms word die BEGUNSTIGDE aanspreeklik vir munisipale diensgelde soos deur die onderskeie Ordonnansies en Verordeninge voorgeskryf mag wees.

OORDRAG

- 11 Oordrag van die EIENDOM moet aan die BEGUNSTIGDE gegee word so spoedig moontlik en die BEGUNSTIGDE sal verplig wees om oordrag te neem wanneer hy deur die RAAD of sy agent daartoe versoek word. Die RAAD kan klousule 7(a) van hierdie ooreenkoms toepas indien die BEGUNSTIGDE versuim om aan sodanige versoek te voldoen.

OORDRAGSKOSTE

- 12(a) Alle koste en heffings in verband met en samehangend met die oordrag (insluitende die oordragsgelde, seëlgelde en hereregte) en alle koste en heffings in verband met die opstel van hierdie ooreenkoms, asook alle ander regskoste in verband daarmee moet deur die BEGUNSTIGDE gedra word en is op aanvraag betaalbaar.
- (b) Alle dokumente, aktes en regswork wat nodig is in verband met die skenking van die EIENDOM en die oordrag daarvan aan die BEGUNSTIGDE sal opgestel en uitgevoer word deur die RAAD se prokureurs. (EFP)
- (c) Ten einde die boeterente by wet voorgeskryf te vermy, moet die

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BEGUNSTIGDE hereregts ten opsigte van die skenking van die EIENDOM binne 'n tydperk van 6 (SES) maande, bereken van die datum van verkoop, aan die Staat betaal.

DOMICILIUM

- 13 Vir die doeleindes van hierdie ooreenkoms en vir die doeleindes van die betekening en aflewering van enige kennisgewing aan die BEGUNSTIGDE kies die BEGUNSTIGDE die EIENDOM wat hiermee verkoop word as domicilium citandi et executandi, en kies die RAAD as domicilium citandi et executandi die Stadhuis, Pleinstraat, Stellenbosch.

TOEGEWING DEUR VERKOPER

- 14 Versuim van die RAAD om strenge nakoming deur die BEGUNSTIGDE van sy verpligtinge onder hierdie ooreenkoms te vereis of die aanvaarding van enige betaling later as die dag waarop dit betaalbaar is, doen nie afbreuk aan die RAAD se regte kragtens die ooreenkoms nie en word ook nie uitgelê as 'n novasie van die ooreenkoms of stilswyende afstanddoening van die RAAD se regte nie.

SPESIALE VOORWAARDES

- 15.1 Die volgende voorwaarde is van toepassing op die EIENDOM en kan deur die RAAD teen die titelakte daarvan geregistreer word:

Die EIENDOM mag slegs gebruik word vir 'n nagskuiling en is onderhewig aan die voorwaardes neergelê kragtens die Dorpsaanslegskema van Stellenbosch wat ingevolge die bepalinge van die Ordonnansie op Dorpe, 1934 (Ordonnansie 33 van 1934) soos gewysig, opgestel is.

- 15.2 Die EIENDOM hierby geskenk word uitsluitlik en alleenlik deur die BEGUNSTIGDE as 'n nagskuiling aangewend en indien dit nie vir genoemde doel deur die BEGUNSTIGDE aangewend word nie, val dit terug na die RAAD en word dit op die versoek van die RAAD op

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koste van die BEGUNSTIGDE aan die RAAD terugtransporteer.

Indien sodanige terugvalklousule ooit in werking tree en die EIENDOM aan die RAAD oorgedra word sal die EIENDOM op 'n publieke veiling verkoop word en soos volg met die opbrengs gehandel word:

- (a) die RAAD sal vergoed word teen die dan heersende markprys van die grond asook die skenkingsbedrag van R125 000,00 van die Wes-Kaapse Streeksdiensteraad;
- (b) indien enige fondse daarna beskikbaar is, sal daarmee in terme van die Grondwet van die Nagskuillingskomitee gehandel word.

GETEKEN TE STELLENBOSCH OP HIERDIE 14 DAG VAN JUNIE

1991 deur of namens die RAAD in die teenwoordigheid van die ondergetekende getuies.

GETUIE

1 [Handwritten Signature]

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BURGEMEESTER

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STADSKLERK

GETEKEN TE STELLENBOSCH OP HIERDIE 12 DAG VAN Junie

1991 deur of namens die BEGUNSTIGDE in die teenwoordigheid van die ondergetekende getuies.

GETUIE

1 [Handwritten Signature]

2 [Handwritten Signature]

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BEGUNSTIGDE

NAGSKUIL/KONTRAK/JJK/IL

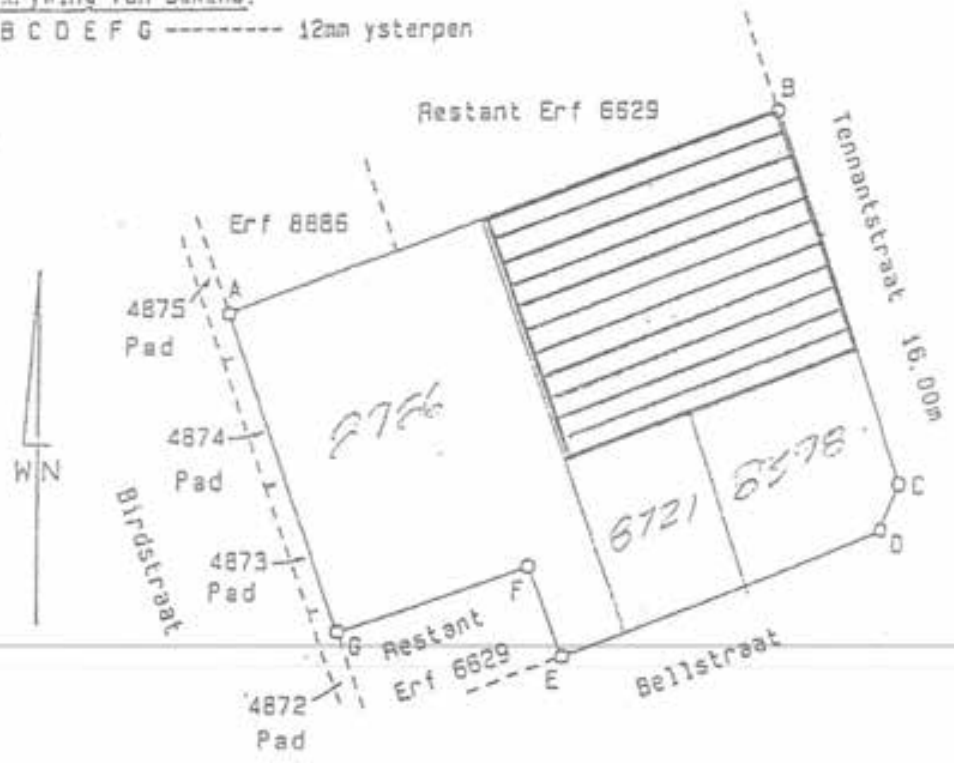
Friedlaender Burger & Volkmann, Land Surveyors

SYE Mëter	RIGTINGS- HOEKE	KOOORDINATE			L.G. No. 7354-86
		Y	Stelsel Lo19'		
	Konstante	+	0,00	+3 700 000,00	
A B	85,12	250 30 00	A +	13 363,38	+ 54 817,51
B C	56,70	339 48 00	B +	13 283,14	+ 54 789,20
C D	7,07	24 48 10	C +	13 263,57	+ 54 842,41
D E	50,51	69 48 10	D +	13 266,53	+ 54 848,83
E F	13,81	158 20 40	E +	13 314,03	+ 54 866,31
F G	29,17	71 51 20	F +	13 319,13	+ 54 853,47
G A	47,88	159 48 00	G +	13 346,85	+ 54 862,55
		N 26 C	⊕ +	13 000,90	+ 54 811,72
		O 26 B	⊕ +	13 357,51	+ 54 884,77

Goedgekeur
D. Smits
Landmeter-generaal
1986-11-12

Beskrywing van Bakens.

A B C D E F G ----- 12mm ysterpen



Skaal 1: 1000

Die figuur A B C D E F G
stel voor 4863 vierkante meter grond, synde
ERF 8887 STELLENBOSCH
geleë in die Munisipaliteit en die
Administratiewe Distrik van Stellenbosch Provinsie Kaap die Goeie Hoop.
Opgemaak in Junie 1982 - Haart 1986
deur my *Jans G. Volkmann*
Landmeter

Hierdie kaart is geheg aan	Die oorspronklike kaart	Lêer No. S/2641/137
No. gedateer t.g.v.	is No. geheg aan Transport No.	M.S. No. 3 2139/86
Registrateur van Aktes		Komp. BMS2-1273 (6941)
		Algemene Plan No. 11439

HP 1986

RAAD - 1991-02-19 : ITEM 8.2.A

BYLAE D

D.1

MEMORANDUM VAN OORENKOMS

Aangegaan deur en tussen

DIE MUNISIPALITEIT VAN STELLENBOSCH

hierin verteenwoordig deur

DR ERASMUS PETRUS SMITH TALJAARD en GERHARDUS MATTHYS STRYDOM

in hul onderskeie hoedanigheid as BURGEMEESTER EN STADSKLERK van die
MUNISIPALITEIT VAN STELLENBOSCH

hierna bekend as "DIE RAAD"

en

STELLENBOSCH NAGSKUILING

hierin verteenwoordig deur

Dorothy May Reyneke

in sy/haar hoedanigheid as

Sekretarisbehoorlik daartoe gemagtig deur die beheerkomitee van die Stellenbosch
Nagskulling en hierna bekend as "DIE KOMITEE"om die werkswyse wat gevolg sal word ten opsigte van die aanvaarding
van die skenking van R125 000,00 (EENHONDERD VYF-EN-TWINTIGDUISEND
RAND) deur die Wes-Kaapse Streeksdienste Raad vir 'n nagskulling en ten
opsigte van die oprigting van die nagskulling te reël.

GJR


ERASMUS PETRUS SMITH TALJAARD
GJR

D.2

WESHALWE kom die partye soos volg ooreen -

- 1 dat geen werk in verband met die oprigting van die nagskuiling 'n aanvang neem en geen uitbetalings oorweeg word nie alvorens goedkeuring van die Departement van Finansies en van die Wes-Kaapse Streeksdiensteraad ten opsigte van die skenking ontvang is nie;
- 2 dat die Raad verantwoordelikheid aanvaar vir die administratiewe kostes ten opsigte van die insette van sy personeel;
- 3 dat die Raad se Departement: Beplanning en Ontwikkeling slegs insette sal lewer deur normale bou-inspeksies;
- 4 dat bo en behalwe die bogemelde skenking van R125 000,00 DIE KOMITEE 'n bedrag van R100 000,00 (EENHONDERD DUISEND RAND) by DIE RAAD inbetaal om in trust te belê teen die rente wat DIE RAAD op sy daggeld verdien voordat daar met die projek begin word;
- 5 dat DIE RAAD 'n spesiale fonds in terme van artikel 77 van die Munisipale Ordonnansie, 1974 vir die doel van die belegging stig;
- 6 dat die rente op die belegging verdien maandeliks deur die Stadstesourier in die fonds inbetaal word;
- 7 dat DIE KOMITEE na oorbetalings van die R100 000,00 in besit bly van die restant van die bedrag alreeds deur DIE KOMITEE ingesamel of wat nog ingesamel gaan word (uitgesonderd bogemelde skenking van R125 000,00) om as werke-kapitaal aan te wend en dat volledige rekord van werke-kapitaal transaksies gehou word en aan DIE RAAD op aanvraag blootgelê word;
- 8 dat DIE KOMITEE volle verantwoordelikheid aanvaar vir die vra van subtenders en vir die uitvoering van die nagskuilingprojek volgens die planne soos deur DIE RAAD goedgekeur;
- 9 dat daar geen afwyking van die goedgekeurde planne sonder skriftelike toestemming van DIE RAAD sal wees nie;

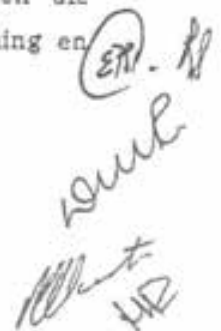
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GJR

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D.3

- 10 dat DIE KOMITEE by DIE RAAD fondse aanvra volgens 'n vorderingsertifikaat deur DIE KOMITEE se argitek/bourekenaar voorberei en deur DIE RAAD se Hoof: Beplanning en Ontwikkeling gesertifiseer vir uitbetaling so spoedig moontlik daarna;
- 11 dat DIE RAAD alle administratiewe werk in verband met die aanvre van fondse vanaf die Wes-Kaapse Streeksdiensteraad behartig ooreenkomstig die gesertifiseerde vorderingsertifikaat in par 9 hierbo totdat die skenkingsbedrag van R125 000,00 (EENHONDERD VYF-EN-TWINTIGDUISEND RAND) uitgeput is;
- 12 dat DIE RAAD enige bedrae van die Wes-Kaapse Streeksdiensteraad kragtens die skenking ontvang sonder verwyf in die spesiale fonds sal inbetaal;
- 13 dat DIE KOMITEE volle verantwoordelikheid vir die totale versekering van werke waarvoor fondse toegeken is, aanvaar;
- 14 dat DIE KOMITEE onderneem om op aanvraag aan DIE RAAD se Hoof: Beplanning en Ontwikkeling bewys te lewer dat die premies ten opsigte van die versekering in par 13 hierbo betaal is;
- 15 dat DIE KOMITEE volle verantwoordelikheid aanvaar vir die bedryf en die bedryfskostas van die nagskuilingprojek en dat DIE RAAD op geen wyse betrokke sal wees by die bedryf van die nagskuiling nadat die bouprojek voltooi is nie;
- 16 dat DIE RAAD geen aanspreeklikheid aanvaar vir die uitbetaling van enige bedrag groter as die balans van die spesiale fondse nie;
- 17 dat DIE RAAD onderneem om na uitreiking van die voltooiingsertifikaat die restant van die spesiale fondse, indien enige, aan DIE KOMITEE terug te betaal;
- 18 dat DIE RAAD homself die reg voorbehou om na 14 (VEERTIEN) dae skriftelike kennisgewing van die projek te onttrek indien die vordering volgens oordeel van DIE RAAD se Hoof: Beplanning en Ontwikkeling nie na wense is nie;


Lofre


Lofre

D4

- 19 dat DIE KOMITEE DIE RAAD en al sy werknemers vrywaar en hul skadeloos stel van alle aksies, gedinge, eise, kostes en uitgawes hoegenaamd wat mag ingestel of saanhangig gemaak word voortspruitend uit die aangaan van hierdie ooreenkoms of vir welke ander rede in verband met die nagskuilingprojek ookal.

GETEKEN TE STELLENBOSCH OP HIERDIE 27 DAG VAN Februarie

1991

GETUIE

1 *Allen*2 *Alan Vooys**W. Ruyter*STELLENBOSCH
NAGSKUILING

GETEKEN TE STELLENBOSCH OP HIERDIE 5de DAG VAN Maart

1991

GETUIE

1 *G. J. Labrecque*2 *D. Sippel**E. J. J. J. J.*

BURGEMEESTER

J. J. J. J.
STADSKLERK

Vorm 25/1

12,

UITTREKSEL UIT DIE NOTULE VAN DIE RAADSVERGADERING GEHOU OP 14/5/91

AFDELING : ALGEMENE DOELEINDES

3.9.A HERBERG VIR BOSSLAPERS : MEMORANDUM VAN OOREENKOMS
(15/4/12) + (erf 8887) + (113/23/2)

Die Stadsraad het op 1991-01-22 (item 7.5.A) besluit om 'n ooreenkoms goed te keur in terme waarvan Erf 8887 in Tenantville aan die Stellenbosch Nagskuilingskomitee gratis beskikbaar gestel word.

Klousule 15.2 van die ooreenkoms lees soos volg:

"Die eiendom hierby geskenk word uitsluitlik en alleenlik deur die begunstigde as 'n nagskuiling aangewend en indien dit nie vir genoemde doel deur die begunstigde aangewend word nie, val dit terug na die Raad en word dit op die versoek van die Raad op koste van die begunstigde aan die Raad terugtransporteer. Wanneer die terugvalklousule in werking tree sal die Raad teen die dan heersende markprys van die grond alleen vergoed word."

Ten einde voorsiening te maak dat die Raad weer in dieselfde posisie gestel word indien die terugvalklousule in werking tree en daar ook 'n skenking van die Wes-Kaapse Streeksdiensteraad ter sprake is, is die Raad se prokureurs gevra om hul uit te spreek oor die terugvalklousule.

AANBEVEEL

(a) dat die betrokke klousule soos volg gewysig word:

"Die eiendom hierby geskenk word uitsluitlik en alleenlik deur die begunstigde as 'n nagskuiling aangewend en indien dit nie vir genoemde doel deur die begunstigde aangewend word nie, val dit terug na die Raad en word dit op die versoek van die Raad op koste van die begunstigde aan die Raad terugtransporteer. Indien sodanige terugvalklousule ooit in werking tree en die eiendom aan die Raad oorgedra word sal die eiendom op 'n publieke veiling verkoop word en soos volg met die opbrengs gehandel word:

- (i) die Raad sal vergoed word teen die dan heersende markprys van die grond alleen;
- (ii) indien enige fondse daarna beskikbaar is, sal daarmee in terme van die Grondwet van die Nagskuilingskomitee gehandel word; en

Vorm 25/1

UITTREKSEL UIT DIE NOTULE VAN DIE RAADSVERGADERING GEHOU OP

14/5/91

AFDELING : ALGEMENE DOELSEINDES

(b) dat 'n sparte onderlinge ooreenkoms met die Nagskuilingskomitee aangegaan word in terme waarvan die skenking van die Wes-Kaapse Streeksdiensteraad aangespreek word indien die terugvalklousule in werking tree."

(Artikel 124 van die Munisipale Ordonnansie, 1974)

3.9.A BESLUIT (nem con)

(a) dat aanbeveling (a) aangeneem word onderhewig daaraan dat aanbeveling (a)(i) gewysig word om soos volg te lees:

"(i) die Raad sal vergoed word teen die dan heersende markprys van die grond asook die skenkingsbedrag van R125 000,00"; en

(b) dat aanbeveling (b) geskrap word.

(ST/HBO/REGISTRASIE)



WES-KAAPSE STREEKSDIENSTERAAD WESTERN CAPE REGIONAL SERVICES COUNCIL

HOOPKANTOOR / HEAD OFFICE	ADRES/ADDRESS	☎	☎	FAKSIFAKS	☎
KAAPSTAD/CAPE TOWN	WAALSTR. 25 & 44 WALE ST. (8001)	840 & 1073	(021) 243200	(021) 241595	531482
STREEKKANTORE / REGIONAL OFFICES					
STELLENBOSCH	ALEXANDERSTRJST. (7600)	80	(022) 75111	(022) 72271	
PAARL	HOOFSTR. 194 MAIN ST. (7648)	23	(0221) 811001	(0221) 21277	

VRA VIR: ASK FOR: Mnr Chapman	BYLYN: 487- EXT 2416	ONS VERWYSING: OUR REFERENCE: 0350/004/2	DATUM: DATE: 1991-04-29
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Die Stadsklerk
Munisipaliteit Stellenbosch
Posbus 88 17
STELLENBOSCH
7600



Meneer

SDR-TOEKENNING : NAGSKUILING

U brief van 28 Februarie 1991 het betrekking (verwysing 15/4/12). U versoek dat die eiendom in die naam van die Stellenbosch Nagskuiling Komitee geregistreer word is goedgekeur, onderhewig aan die voorwaarde dat indien die welsyn-organisasie nie meer sou bestaan nie dat die eiendom outomaties weer die eiendom van die Stellenbosch Munisipaliteit sou word.

Die uwe


namens HOOF-UITVOERENDE BEAMPTTE

NO.	NAAM	AMPT	TELEFONUM	ADRES	POSAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

CLUVER & MARKOTTER

GESTIG 1881

PROKUREURS

PERMANENTEGEBOU - PLENSTRAAT 4 - STELLENBOSCH 7800 - POSBUS 12 OF 205
TELEGRAMME 'CLUVER' - TELEFOON (0221) 70120 - TELEFAX (0221) 5420 - TELEKS 8-21181 S.A. - DOCEX 8Ons verw : JDW/de
U verw : 15/4/12 (Mnr JJ Kruger)

18 April 1991

Departement van die Stadsekretaris
Stellenbosch Munisipaliteit
Posbus 17
STELLENBOSCH
7600

Meneer

**TRANSPORT : MUNISIPALITEIT STELLENBOSCH : STELLENBOSCH NAGSKUILING
ERF 8887 STELLENBOSCH**

Ons dank u vir u brief van 15 deser insake bogemelde aangeleentheid en bevestig dat u ons tydens die vorige telefoon gesprekke meegedeel het dat die foute van die probleem wat tans ondervind word kortliks die volgende is:

1. Die Raad skenk Erf 8887 Stellenbosch aan die Stellenbosch Nagskuiling onderhewig aan die voorwaarde dat indien die gebou opgerig te word op Erf 8887 Stellenbosch nie meer as 'n nagskuiling aangewend word nie, die eiendom aan die Raad sal terugval, en dat 'n terugvalklousule bevat moet word in die Transportakte.
2. 'n Verdere aspek van die probleem is dat die Wes-Kaapse Streekdienseraad (WSDR) van voorneme is om 'n bedrag van R125 000,00 (EENHONDERD VYF EN TWINTIGDUISEND RAND) te skenk aan die Stellenbosch Nagskuiling om aangewend te word vir oprigting van 'n gebou op Erf 8887 Stellenbosch vir gebruik as 'n nagskuiling en dat die WSDR aandrang op terugbetaling van hierdie bedrag indien die terugvalklousule ooit in werking sou tree.

Ons het die probleem bespreek en stel voor dat 'n Driedelige Skenkingsooreenkoms aangegaan word tussen die Raad van die Munisipaliteit van Stellenbosch en die WSDR aan die eenkant as skenkers, en die Stellenbosch Nagskuiling aan die anderkant as begiftigde, welke Skenkingsooreenkoms bepaal dat:

- a. Erf 8887 Stellenbosch deur die Raad aan die Stellenbosch Nagskuiling geskenk word vir die oprigting van 'n gebou met die uitsluitlike doel om as nagskuiling aangewend te word;

JACOBUS ADRIAAN LOUW DE WAAL, B.A. LL.B.
GABRIEL JACOBUS EPASMAS, B. Com. B. Proc.
MAX MICHEL LOUBSER, B.A. LL.B. D. PHIL. (JUR.)

BYGESTAAN DEUR: LUDOVICUS JOHANNES VOSLOO, B.A. LL.B.
KONSULTANT: PATENTE EN HANDELSMERKE
RICHARD GERHOLTZ

JACOBUS ADRIAAN ALBERTUS BASSON, B.A.
PAUL OLIVER SAUER MEYER, B.A. LL.B.
JACOBUS WILHELM BASSON, B. Com. LL.B.

FR. Ing. B.Sc. (Ing) LL.B. LL.D.

- 2 -

- b. die WSDR 'n bedrag van R125 000,00 (EENHONDERD VYF EN TWINTIGDUISEND RAND) skenk aan die Stellenbosch Nagskulling vir die uitsluitlike doel van oprigting van 'n gebou op Erf 8887 vir gebruik as 'n nagskulling;
- c. die eiendom aan die Raad sal terugval indien die Stellenbosch Nagskulling nie meer voortbestaan of funksioneer nie, of indien die gebou op die eiendom nie meer deur Stellenbosch Nagskulling as 'n nagskulling gebruik word nie;
- d. bogemelde voorwaardes vervat word in die Transportakte waarkragtens Erf 8887 Stellenbosch geregistreer word op naam van die Stellenbosch Nagskulling;
- e. Indien sodanige terugvalklousule ooit in werking tree en die eiendom aan die Raad oorgedra word, die Raad die eiendom op publike veiling sal verkoop en die bedrag van R125 000,00 (EENHONDERD VYF EN TWINTIGDUISEND RAND) uit die opbrengs van gemelde verkoop aan die WSDR sal oorbetaal.

Indien u enige verdere probleme hiermee ondervind, of hulp benodig met die opstel van die Driedelige Skenkingsooreenkoms, sal ons u graag bystaan.

Let asseblief daarop dat die bewoording van die klousule uiters belangrik is, veral met betrekking op die terugvalklousule.

Die uwe
CLUVER & MARKOTTER
PER:

J A L DEWAAL

Vorm 25/1

UITTREKSEL UIT DIE NOTULE VAN DIE RAADSVERGADERING GEMOU OP 22/1/91

AFDELING : ALGEMENE DOELEINDES

7.5.A HERBERG VIR BOSSLAPERS (15/4/12 + ERF 8887)

Die Stadsraad het op 1989-03-14 (item 5.14.A) besluit:

- (a) dat in beginsel besluit word dat Erf 8887 te Tennantville aan die Stellenbosch Nagskuilingskomitee gratis beskikbaar gestel word met die doel om 'n nagskuiling aldaar op te rig en dat die befondsing na die 1989/90-begroting verwys word;
- (b) dat die nodige formaliteite vir die herosnering en vervreemding van die erf nagekom word;
- (c) dat die Raad slegs finansiële betrekking word tot die waarde van die erf;
- (d) dat 'n terugval-klausule in die tersaaklike kontrak opgeneem word welke klausule in werking sal tree indien die erf nie meer vir die doeleindes aangewend word waarvoor dit aanvanklik geormerk is nie;
- (e) dat indien nodig die Raad as borg sal optree vir hierdie projek indien 'n lening deur die betrokke Staatsdepartement toegestaan word; en
- (f) dat hierdie aangeleentheid na die Bestuurskomitee verwys word.

Nadat die nodige advertensies in die plaaslike pers verskyn het, is daar twee besware teen die herosnering ontvang. Hierdie besware saam met die Raad se kommentaar is na die Provinsiale Administrasie verwys, welke owerheid goedkeuring verleen het dat die besware nie gehandhaaf word nie.

Al die ander formaliteite is ook afgehandel en die Bestuurskomitee vereenselwig hulle ook met die Raad se besluit.

Die waarde van die eiendom beloop R99 286,80.

'n Konsepooreenkoms word as BYLAE F aangeheg in terme waarvan die eiendom (Erf 8887) na die betrokke instansie oorgeplaas kan word.

Intussen het die Wes-Kaapse Streeksdiensteraad 'n bedrag van R125 000,00 as 'n skenking, onder verskillende voorwaardes, hierby aangeheg as BYLAE F.9, goedgekeur. Die vervaldatum vir die aanvaarding van die skenking is 1991-01-31.

Bouplanne is reeds vir die herberg by die Hoof: Bepianing en Ontwikkeling ingedien en die planne is voorlopig aan die Wes-Kaapse Streeksdiensteraad voorgelê met die oog op besparing van tyd. In die lig daarvan dat die skenking aan die Raad gemaak is.

LEKSEL UIT DIE NOTULE VAN DIE RAADSVERGADERING GEHOU OP 22/1/91.

AFDELING : ALGEMENE DOELEINDES

sal die Raad die oprigting van die projek moet administreer. Daar sal dus 'n ontwikkelings- en bedryfskontrak gesluit moet word wat verantwoordelikhede duidelik uitspel.

AANBEVEEL

- (a) dat die ooreenkoms goedgekeur word;
- (b) dat met die oordrag van die eiendom voortgegaan word; en
- (c) dat die Raad die skenking aanvaar onder die voorwaardes wat met die Dagbestuur van die Nagskuilingskomitee op 1991-01-16 uitgeklaar sal word en wat vervat is in die ontwikkelings- en bedryfskontrak, aangeheg as BYLAE H.7 tot H.9.

(Artikels 101 en 124 van die Munisipale Ordonnansie, 1974)

7.5.A BESLUIT (nem con)

- (a) dat die konsep-ooreenkoms aangeneem word onderhewig aan die wysiging van die terugval-klausule in die ooreenkoms soos gemeld in item 2(f) van BYLAE H.4;
- (b) dat die notule wat as BYLAE H.1 tot H.4 aangeheg is as 'n korrekte weergawe van die verrigting aanvaar word;
- (c) dat die aanbevelings in die voormelde notule vervat goedgekeur word onderhewig aan die volgende wysiging:

- (i) Item 2(d)(i) : Bydrae deur Nagskuilingkomitee

dat die bedrag van "R125 000,00" met die bedrag van "R100 000,00", vervang word;

(HAB (S)/REGISTRASIE)

- (d) dat die memorandum van ooreenkoms insake die oprigting en bedryf van 'n nagskuiling op Erf 8887, Stellenbosch, aangeheg as BYLAES H.7 tot H.9, goedgekeur word; en
- (e) dat 'n verdere ooreenkoms van ontwikkeling opgestel en aan die Raad vir goedkeuring voorgelê word.

(HAB (S)/ST/HBO)

Big

CLUVER MARKOTTER
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Opgestel deur my



TRANSPORTBESORGER
J A L DE WAAL

KONINKRIJK DER NEDERLANDEN		
PROKUREUR	datum 1993	no. 11111111
STELLENBOSCH	6/2	ah 2

50980195

Transportakte

CLUVER EN MARKOTTER
PROKUREURS
STELLENBOSCH

HIERBY WORD BEKEND GEMAAK

~~DAT JACOBUS ADRIAAN LOUW DE WAAL~~



Aktebesorger, voor my, Registrateur van Aktes in Kaapstad, verskyn het, behoorlik daartoe gemagtig deur 'n volmag geteken te STELLENBOSCH op die 28ste dag van MEI 1993 en aan hom verleen deur

MUNISIPALITEIT VAN STELLENBOSCH



EN die Komparant het verklaar dat sy voorsegde prinsipaal werklik en wettiglik geskenk het op 14 JUNIE 1991 en dat hy in sy hoedanigheid as voorsegde prokureur deur hierdie akte gesedeer en getranspoteer het in volle en vrye eiendomsreg aan en ten behoewe van

DIE STELLENBOSCH NAGSKUILING
W.O. NR: 41

HUL Administrateurs of Gemagtigdes

RESTANT VAN ERF 8887 STELLENBOSCH in die Munisipaliteit en Afdeling
STELLENBOSCH

GROOT: 1685 (EENDUISEND SESHONDERD VYF EN TAGTIG) Vierkante Meter

OORSPRONKLIK OORGEDRA en nog gehou kragtens Sertifikaat van Geregistreerde
Eiendoms titel No T15761/1987 met Kaart L G No 7354/1986 aangeheg

A. ONDERHEWIG aan die volgende voorwaardes opgelê deur die Munisipaliteit van Stellenbosch in sy guns by die skenking van die eiendom hiermee oorgedra, wat as volg lees:

1. Die eiendom mag slegs gebruik word vir 'n nagskuiling en is onderhewig aan die voorwaardes neergelê kragtens die Dorpsaanlegskema van Stellenbosch wat ingevolge die bepalings van die Ordonnansie op Dorpe, 1934 (Ordonnansie 33 van 1934) soos gewysig, opgestel is;
2. Die eiendom hierby geskenk word uitsluitlik en alleenlik deur die Begunstigde vir liefdadigheidsdoeleindes gebruik en indien dit nie vir genoemde doel deur die Begunstigde aangewend word nie, val dit terug na die Munisipaliteit van Stellenbosch en word dit op versoek van die Munisipaliteit van Stellenbosch op koste van die Begunstigde aan die Munisipaliteit teruggetranspoteer;

3. Indien sodanige terugvalklousule ooit in werking tree en die eiendom aan die Munisipaliteit van Stellenbosch oorgedra word sal die eiendom op 'n publieke veiling verkoop word en soos volg met die opbrengs gehandel word:
- 3.1 die Munisipaliteit sal vergoed word teen die dan heersende markprys van die grond asook die skenkingsbedrag van **R125 000,00 (EENHONDERD VYF EN TWINTIGDUISEND RAND)** van die Wes-Kaapse Streekdienseraad;
- 3.2 indien enige fondse daarna beskikbaar is, sal daarmee in terme van die Grondwet van die Begunstigde gehandel word.



20 August 2015

Stellenbosch Municipality
P O Box 17
Stellenbosch

Attention: Ms M Aalbers

Dear Michelle

FUTURE FUNDING OF THE MUNICIPAL SHELTER (MS)

COMMENT of the Stellenbosch Night Shelter Committee after being approached by Ms M Aalbers, Manager: Community Development, of the Stellenbosch Municipality.

FOR THE SAKE OF CLARITY: It is important to note the separate governance of the Stellenbosch Night Shelter (SNS) and MS

- Erf 8887 was donated by the Stellenbosch Municipality to the Stellenbosch Night Shelter project in 1991. The SNS was built in 1991.
- The Deed of Transfer refers only to the SNS and has no bearing on the MS in any way whatsoever.
- The Deed of Transfer Appendix A, contains a condition point A.1. that the property may only be used for a night shelter and, if not, the property falls back to the Stellenbosch Municipality
- The MS was built in 2007 and opened on 17 September 2007.

The SNS has been running successfully since 1991. Our finances are sound and the future of the SNS and the usage of the erf 8887 for the purposes of a night shelter is assured.

TO AVOID CONFUSION IT IS IMPORTANT TO NOTE THAT:

"Should the old Shelter not be used for charity purposes, the property shall be transferred back to the Municipality....." confirming the condition contained in the Deed of Transfer (Appendix A) that is relevant to only the SNS. See: Memorandum of Agreement (Appendix B point 6.)

In the event of the Municipality defaulting with the maintenance or running costs of the MS the SNS is empowered to cancel the servitude subject to the terms in point 5 of the Notarial Deed of Servitude,

(Appendix C).

MUNICIPAL SHELTER:

The Stellenbosch Night Shelter committee acceded, in good faith, to the request of the Stellenbosch Municipality in 2008 to allow the Stellenbosch Municipality to build a second shelter on erf 8887 belonging to the Stellenbosch Night Shelter project

- the Stellenbosch Night Shelter committee agreed to run the second shelter on behalf of the Stellenbosch Municipality
- the Stellenbosch Municipality undertook to pay a management fee to the Stellenbosch Night Shelter Project
- the Stellenbosch Municipality undertook to pay the running cost of the new Shelter hereinafter referred to the Municipal Shelter (MS).

The arrangement between the Stellenbosch Night Shelter Project and the Stellenbosch Municipality is governed by:

- a Memorandum of Agreement. Appendix B
- Notarial Deed of Servitude. Appendix C
- The day to day running of the MS is governed by the Service Level Agreement that can be changed by mutual agreement by both parties.
- One of the first Service Level Agreements is attached. Appendix D.

OCCUPANCY OF THE MS:

The Service Level Agreement (Appendix D) stated that the Municipal Law Enforcement Officers (MLEO's) would bring the homeless to the MS. This was to institute the By-Law for the Control of Certain Offences in Public Places (Appendix E)

- This was only done on a very few occasions in the beginning.
- It was then agreed that MLEO's would call the Municipal Supervisor with a list of names of who may be admitted.
- It was later agreed that the Municipal Shelter supervisor would ring the MLEO's for the list of names who may be admitted.
- The SNS committee reported in writing that the MS was under utilised on many occasions. Since then it has changed to virtual full capacity.
- The Municipality has been sent a monthly report outlining the all the activities of the MS every month since the opening of the MS.
- We requested that we be allowed to admit people, who had not gained access to the SNS because it was full, to the MS. This often happens and we credit the Municipality with the entrance fee.
- On 22 June 2015 we requested that the Stellenbosch Night Shelter be allowed to handle the admissions entirely as it will ensure better year round occupancy. As far as we know the Municipality is considering this. The MS is full to capacity at the time of writing.
- On 22 June 2015 we requested that we be allowed to charge an admission fee when appropriate as this promotes taking responsibility for yourself and is the first step in rehabilitation. As far as we know the Municipality is considering this.
- Please note the original Service Level Agreement Appendix D point 16 where the Municipality agrees to the burial of paupers by the Municipality. It appears that there is now a problem in this regard.

CLOSING:

The Stellenbosch Night Shelter acceded in good faith to the request of the Municipality to build a second shelter on our property.

Although night shelters are not the solution to the huge problem of homelessness and substance abuse

it is a compassionate response that assists people to take some responsibility for themselves.

The MS removes 35 people from the streets of Stellenbosch each night. The MS is widely supported and appreciated by the broader Stellenbosch community.

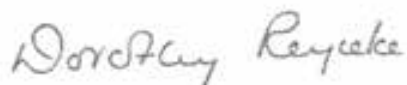
What will happen to the people at the MS if the facility is not funded? They will simply land up on the streets. A visit at night when the clients are there will, we believe, convince anyone of the importance of the Municipal shelter. An open invitation stands.

The MS is not without challenges. Effective changes are made from time to time and the suggestions above would certainly be good. In this life supporting matter the Stellenbosch Night Shelter committee feels that the commitment, made in good faith by and at the request of the Municipality, to the MS should be upheld.

The Stellenbosch Night Shelter is not in a position to take on the responsibility of finding funds to fund the Municipal Shelter.

We are of the opinion that the Municipality has a duty to act in good faith to find a way of continuing to fund the Municipal Shelter.

Yours sincerely



(Mrs) D M Reyneke

CHAIRMAN: STELLENBOSCH NIGHT SHELTER COMMITTEE

Legal Comments: EA Williams

It prudent to note that unfunded mandate arises from the division of powers between three levels of government. This leads to concurrency of powers and functions, which causes an element of confusion about who does what. An unfunded mandate can only be understood in the context of the constitutional and legislative framework for allocating and transferring powers and functions.

CONSTITUTIONAL AND LEGISLATIVE FRAMEWORK FOR LOCAL GOVERNMENT

The Constitutional objectives for local government are enshrined in section 152 of the *Constitution of the Republic of South Africa, 1996* (hereafter referred to as the *Constitution*). Local government must be developmental in purpose and pursue the following objectives:

- a) to provide democratic and accountable government for local communities
- b) to ensure the provision of services to communities in a sustainable manner
- c) to promote social and economic development
- d) to promote a safe and healthy environment, and
- e) to encourage the involvement of communities and community organisations in the matters of local government.

In line with the section 152 of the Constitution mandate the main objective of local government is the provision of basic services to communities. Section 153 of the Constitution requires that budgeting processes must prioritise the basic needs of the community e.g.: water, sanitation etc. The Municipality may only budget for non-core functions such as crèches, sport fields etc. if:

- The function is listed in Schedule 4B and 5B of the Constitution;
- The function is assigned to the municipality in terms of national or provincial legislation;
- The municipality has prioritised the provision of basic services; and
- It does not jeopardise the financial viability of the municipality.

No sphere may interfere with the functions of another sphere of government as was held by the Constitutional Court in *Fedsure Life Assurance Ltd and Others v Greater Johannesburg Transitional Metropolitan Council and Others 1998 (12) BCLR 1458 (CC)*. Central to the conception of our constitutional order that the legislature and executive in every sphere are constrained by the principle that *they may exercise no power and perform no function beyond that conferred upon them by law*

The municipality does not have the legal basis to perform this function and cannot rely on section 67 of the Municipal Finance Management Act (MFMA) and donate funds as it does not amount to a donation. Furthermore, performing this function which falls outside the mandate of local government impinges upon the lawfulness of the municipality's budgets, although this expenditure is not necessarily illegal.

It is therefore advisable that an Agency Agreement be entered into with Department of Social Services regarding the matter.

Edwards

LEGAL OPINION

In re: Budgeting / Continued Funding: Stellenbosch Municipal Shelter (SMS)

1.8 legal scrutiny and recommendation regarding the Service Level Agreement drafted by the user department.

2. We were requested specifically by the Stellenbosch Municipality to "... address all aspects listed above with explicit reference to the extent and nature of its duties which flow from legislation."

B. Introduction and Background

3. It is evident from the information provided to us and the consultations we had in this regard, that the "function" referred to in the request, refers to the Stellenbosch Municipal Shelter (MS) ; as distinct from the Stellenbosch Night Shelter (SNS), albeit that the two institutions / entities are closely related, as will be seen from the brief historical context elaborated on hereunder.

4. In and around 14 May 1991 the Stellenbosch Municipal Council resolved to donate a certain piece of public land (Erf 8887, in Tannantville, Stellenbosch) to the Stellenbosch Night Shelter (SNS), which stated objective as we understand it, was / is "the temporary accommodation of people suffering from alcohol abuse and those children affected by family violence."

5. The said land, Erf 8887, Tannantville, Stellenbosch, was subsequently registered in the name of , and transferred to the Stellenbosch Night Shelter, in accordance with a written Memorandum of Agreement between the Stellenbosch Municipality (SM) and the Stellenbosch Night Shelter (SNS) dated and signed 12/14 June 1991, the terms

A. INTRODUCTION

1. We have been requested by the Stellenbosch Municipality(SM) to provide a legal opinion in respect of the following, inter alia:

1.1 Whether it (Stellenbosch Municipality) can budget for a function which is not listed in terms of Schedule 4 B of the Constitution*, which opinion must take into consideration, and be informed by;

1.2 the nature and extent of its socio-economic obligations to vagrants within the WCO42 (Stellenbosch Municipal Code with Provincial Legislation);

1.3 Whether it can continue to fund the project especially in light of the fact that it amounts to an unfunded mandate in terms of the Constitutional and Legislative framework;

1.4 obligations of the Stellenbosch Municipality in relation to vagrants within the context of the Bill of Rights, in view of the fact that the executive and legislative authority of a municipality is vested in the Municipal Council;

1.5 previous Council resolutions and agreements in this regard;

1.6 the impact of the Council Resolution of 2007/ 01/ 30 on current practices;

1.7 legality of funding the night shelter in lieu of the implementation of MSCOA (Municipal Standard Chart of Accounts – which is not yet in operation);

whereof was incorporated in the Title Deed. The said transfer and registration of the property to and in the name of SNS was subject to the following specific conditions:

- 5.1. That the said property be used exclusively for the purposes of night shelter in accordance with the applicable Town Ordinance conditions (Ordinance 33 of 1934 as amended); and
- 5.2. In the event that SNS does not use the property exclusively for the purposes of, and as, a night shelter, the said property will revert back to the Stellenbosch Municipality and be registered in its name; and
- 5.3. In the event of the property reverting back to the Stellenbosch Municipality as set out in paragraph 5.2 above, that the said property would be sold at a public auction and the proceeds be divided as follows:
 - 5.3.1. The Municipal Council would be compensated and receive an amount equivalent to the then prevailing market value of the property plus an additional R125 000,00 as a donation for the erstwhile Western Cape Regional Services Council; and
 - 5.3.2. The remainder of the proceeds would then befall on, and be available to, the Stellenbosch Night Shelter (SNS), to deal with in accordance with its constitution. (See Clauses 15.1 and 15.2 of the Agreement as embodied in the Title Deed).

6. We pause momentarily to mention and refer to Clause 6 of the latter written agreement in May 2008, between the Stellenbosch Municipality (SM) and the SNS in respect of a servitude to be registered on the above mentioned land, Erf 8887, donated by Stellenbosch Municipality to the SNS as above stated, in terms whereof the SNS

would avail a piece of that land to the Stellenbosch Municipality for the building and erection of another (a new) night shelter, subsequently called the Municipal Shelter (MS). The effect of this Clause 6 is that it excludes any liability on the part of the SNS for any shortfall by virtue of the sale of the Property by way of public auction as envisaged in the above stated Clause 15.2 of the first written agreement in respect of the property reverting back to the Municipality in accordance with the special condition in the 1991 Title Deed. If this property is sold subsequently at a public auction at a price lower than the market value at the time, the Stellenbosch Municipality cannot recover / claim such "shortfall" from the SNS nor can it lay claim on any other "accumulated funds of the SNS" to make up for such a "shortfall".

7. As pointed out above, the Stellenbosch Municipality subsequently identified the need to address the problem of vagrancy and begging in the Stellenbosch area. This then prompted a series of actions by, and on the part of, the Stellenbosch Municipality, including (a) the passing of a Municipal By-Law "for the Control of Certain Offences in Public Places" in 2003; (b) a Homeless Summit in 2005; and (c) a meeting and decisions taken by the Stellenbosch Municipality's Standing Committee on Social Development Services and Community Safety on or about 12 March 2008. We deal briefly with each in turn hereunder.

7.1. The Stellenbosch Municipality By-Law for the Control of Certain Offences in Public Places, No 13060, published in the Western Cape Provincial Gazette Extraordinary No 6011, dated Wednesday, 07 May 2003.

7.1.1. The Preamble to this By-Law reads as follows:

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7.1.1.1. *The Stellenbosch Municipality accepts that

- (a) Section 155 (1) (a), read with Part B of Schedule 5 to the Constitution of South Africa Act 108 of 1996, as amended, and Municipal Ordinance 20 of 1974, gives municipalities the authority to make and administer by-laws regarding control over public nuisances, public spaces and noise pollution; and
- (b) Ordinance 20 of 1974 gives municipalities the authority to create offences and to impose penalties; and
- (c) The public order requires that measures be taken against the causing of various forms of public nuisance and pollution; and
- (d) The Municipality has a responsibility to provide for the physical and sociological needs of homeless persons; and
- (e) Therefore appropriate measures are being provided for in this by-law." (our emphasis)

7.1.2. In the relevant parts of the definition clause of the By-Law, a "shelter" is defined as "an institution where clean water, basic sanitation facilities for spending the night and food is provided to homeless people free of charge or at a nominal cost", and "nuisance" as "any behaviour that brings about or that could bring about a state of affairs or condition that involves a source of danger or disturbance for a person or the property of a person or which materially interferes on the usual comfort, ease, rest or peace of a person, including begging." The term or reference to "homeless" and / or "homeless person/s)" are not defined in the By-Law. "Peace Officer" is defined as a peace

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officer in terms of the Criminal Procedure Act 51 of 1977, and "spend the night" is defined as "... sleep or prepare to sleep in a public space between 22:00 and 06:00."

- 7.1.3. Section 3 (e) makes it an offence for any person to "spend the night" in a public place / space.
- 7.1.4. Section 4 (b) makes it an offence for a person to "construct" the entrance or exit of a building and if such a person refuses and / or fails to leave such an entrance or exit when requested to do so by a peace officer. Thus should a person beg / loiter in front of or at the exit of a building, and he / she is requested by a peace officer to leave, but refuses or fails to leave, such a person commit the offence of obstruction and / or refusing to obey the order / request of a peace officer.
- 7.1.5. Section 5 (b) makes it an offence to refuse to obey a "request" by the peace officer to a person "not to be a nuisance" or not to cause a "nuisance".
- 7.1.6. Section 7 prescribes the penalties for a contravention of any of the provisions of the By-Law: In terms of Section 7 (a) the punishment for a first offender is R1 000, 00 or six (6) months imprisonment or both; in terms of Section 7 (b), the punishment for a second offender is R500 per day for every day of such contravention, and for every day after conviction, or 30 days imprisonment OR "with compulsory, reasonable and appropriate community service" (our emphasis added).

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7.1.7. In other words, vagrancy and / or homelessness and / or homeless people and begging were being regarded as (and still is, since the ordinance has not been repealed to our knowledge) either a "nuisance" and / or "pollution" and on this basis criminalised, to enable the Stellenbosch Municipality (or its officials) to "arrest" these people and to put them in a "shelter" and thus basically lock them up, on the premise of attending to their "physical and psychological needs". In short, the Stellenbosch Municipality sought (and achieve its objective) to criminalise poverty, thereby effectively making poor people who beg (beggars) and those who are homeless (vagrants) criminals and / or potential criminals.

7.2. In terms of the "Report on Stellenbosch Night Shelter" dated and signed 20 January 2010 by the then Chief Legal Executive, P. Tolle, a "Homeless Summit" was apparently held in 2005 in Stellenbosch, where apparently an "... agreement was reached for the establishment of the access center in the Greater Stellenbosch" which presumably is / was a reference to the creation and building of the Municipal Night Shelter (MNS). It is further stated in this report that this "access center was seen as a bridging facility to assist people living in the street" and "...due to the security challenge with vagrants the Municipality made provision in its capital budget for the 2006 / 2007 financial year for an amount of R1 000 000, 00 (one million rand) to be appropriated towards a night shelter."

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7.3. In the same Report, the said Chief Legal Executive of the Municipality also refers to the Minutes of the Standing Committee on Social Development Services and Community Safety, dated 12 March 2008, which apparently also considered the viability and feasibility of such a night shelter, and in which Minutes the difference between the Stellenbosch Night Shelter (SNS) and the Municipal Shelter (MS) was clearly identified and stipulated: the SNS "... accommodates people suffering from alcohol abuse and those children affected by family violence" and the MS "... concentrates much on street vagrants."

7.4. The said Chief Legal Executive subsequently, on 20 January 2010, recommended for approval, the registration of the notarial deed of servitude in terms whereof the SNS would allow the Stellenbosch Municipality to register a servitude in favour of the Municipality in respect of a portion of Erf 8887, and in terms of which the Municipality would build and erect the Municipal Shelter on that land, to be administered and operated by the SNS. Thus on or about 16 – 20 May 2008, the agreement was concluded between the Stellenbosch Municipality (SM) and the Stellenbosch Night Shelter (SNS), as reflected in the Memorandum of Agreement (MOA), dated and signed on 16 and 20 May 2008. (Appendix 2). The Notarial Deed of Servitude was registered on or about 20 May 2010 (referred to as Appendix 3). The Service Level Agreement (SLA) between Stellenbosch Municipality (SM) and the Stellenbosch Night Shelter (SNS) was concluded the following day, dated and signed 21 May 2008. The MOA and the Notarial Deed provided for, and regulated the building and erection of the Municipal Shelter

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appointing SNS six (6) months before 21 May 2011, it being the end of the three year appointment.

7.7. The Memorandum of Agreement (MOA) concluded between the parties (SM and SNS) on or about 20 May 2008, is important in at least four (4) material respects:

7.7.1. Firstly, and as above stated in paragraph 6, it exonerates the SNS from any obligation to pay to the Stellenbosch Municipality any "shortfall" in the event of the property having to be sold on public auction, below its market value, pursuant to the provisions of Clause 15.1 and 15.2 (Special Conditions) of the (first) Memorandum of Agreement (MOA) signed and dated 12 and 16 June 1991 between the parties (SM and SNS) and as embodied in the Deed of Transfer (Transport Akte) registering and transferring the property (Erf 8867) from the SM to SNS, dated 28 May 1993 (Appendix A). In addition, the Stellenbosch Municipality would also not be entitled to claim and / or recover such a "shortfall" from the existing accumulated funds of the SNS in such an event. (See Clause 6 read with Clause 6.2 of the above stated MOA dated 20 May 2008.

7.7.2. Secondly, the Stellenbosch Municipality has agreed to elect SNS "as sole supplier to provide services in terms of the Agreement" for a period to be determined in a separate service level agreement, which is / was for a period of three (3) years as contained and agreed to in

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on a portion of the land / property now belonging to the SNS (which land was donated by the Stellenbosch Municipality (SM) to SNS in 1991) and the registration of the said servitude in favour of the Stellenbosch Municipality (SM), and hence the legal relationship governing these aspects as between the parties (the SM and the SNS). The SLA dated 21 May 2008 provided for and regulates the operation and administration of the Municipal Shelter (MS) by the SNS on behalf of the Stellenbosch Municipality, and hence the legal relationship governing those aspects as between the parties (SM and SNS).

7.5. In terms of the Service Legal Agreement (SLA) signed and dated 21 May 2008 the stated objective of the Stellenbosch Municipality in building the Municipal Shelter "... is that they (the Stellenbosch Municipality) would like to remove vagrants permanently from the streets of the Greater Stellenbosch area." (our emphasis added) This SLA further records that "... the SNS has been selected as the sole supplier to provide services in terms of the Memorandum of Agreement, this service agreement will run for three (3) years. The Municipality undertakes to start the process of appointing Stellenbosch Night Shelter six (6) months before the end of the three (3) year appointment" (our emphasis added). Accordingly, the Municipal Shelter will / would be used to remove vagrants permanently from the streets of Stellenbosch and the SNS would provide the service of administering and running the operation thereof for a period of three (3) years from date of signature, i.e. from 21 May 2008 until 21 May 2011. However, the Stellenbosch Municipality also undertook to start the process of re-

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the above mentioned SLA dated 21 May 2006, all in terms of Clause 7 read with the Preamble of the MOA dated 20 May 2008.

7.7.3. Thirdly, the Stellenbosch Municipality has agreed to pay, not only the legal cost pertaining to these agreements and registration of the said servitude (Clause 5) but also the "Operating Costs" of the Municipal Shelter, including:

(a) all costs relating to the furnishing of and equipment for the New

Shelter (the MS);

(b) fencing;

(c) costs of an architect;

(d) the running costs of the Municipal Shelter which in turn include:

I. the payment of the salaries of the social worker (up to a maximum of 20 hours per week) and the supervisor to be appointed by the SNS;

II. ordinary maintenance costs of the New Shelter (MS), including, inter alia, the provision of cleaning detergents;

III. administration costs which is defined in the Agreement as "...the monthly fee of R10 000,00, which shall escalate at the rate of 5 % per annum, payable by the Stellenbosch Municipality to the SNS for managing the New Shelter" (our emphasis added);

IV. the installation of separate water and electricity meters for the New Shelter and / or the exemption of payment for these items; and

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v. funds to provide at least one (1) meal per day for the residents of the New Shelter. (See Clause 3 read with Clause 1 – the Definition Clause of the MOA dated 20 August 2006); and

7.7.4. Lastly, it contains a punitive cancellation clause in favour of the SNS against the Stellenbosch Municipality in the event of the Stellenbosch Municipality deciding or neglecting, for whatever reason, not to operationally fund the Municipal Shelter: (1) The SNS will be entitled to cancel the servitude in terms of the Deed of Servitude; and (2) will be entitled to appropriate and use the Municipal Shelter (MS) "as an extension of the Stellenbosch Night Shelter" and / or (3) will be entitled to use the MS "in another project – of SNS – without profit for the benefit of the community". (See Clause 6.3 of the MOA). (own emphasis)

7.8. The above stated MOA of 20 August 2008 makes the Municipality's responsibility and liability in respect of the "Operating Costs" however "...subject to compliance with its legislative duties and / or legislative requirements" (in terms of Clause 3.1 thereof) and, the Municipality's responsibilities and liabilities in respect of the Service Legal Agreement ("to be entered into between the parties") to be in compliance with and subject to the applicable legal requirements and "... legislative obligations of the Municipality" (See Clause 7 of the MOA).

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7.9. It transpired that despite the above stated provisions in the MOA and SLA, of 2008, and more particularly the three (3) year contract period as stipulated in the Preamble of the SLA of 2008, another (second) Service Legal Agreement was apparently entered into and signed by only two (2) signatories, without any witness and without specifying their respective designations and / or capacities, which signatories appear to be that of one H. Unde and one D M Reynecke, both dated 26 May 2009, (Document 5 in our Bundle).

In the circumstances, given the information (or lack thereof) presently at our disposal and absent any explanation furnished to us in this regard, the status of this document and its effect, if any, is unclear, and no firm opinion is, and / or can be, expressed in this regard.

7.10. What further transpired in terms of the available information is that certain problem areas were subsequently identified and raised, in the context of these agreements (MOA and SLA) by the then Manager: Supply Chain Management, of the Stellenbosch Municipality, one Mr. Eben Lewis (hereafter Lewis), which is contained in an e-mail dated 13 August 2010 at approximately 12:30 from him to one Michelle Aalberts.

7.11. In this e-mail E Lewis, referring to an earlier telephonic conversation with the said addressee, Michelle Aalberts, raised the following concerns with reference primarily to Section 33 of the Municipal Finance Act 56 of 2003 (the MFMA), which we attempt to paraphrase:

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7.11.1. A service level agreement entered into by the Stellenbosch Municipality in September 2007 which was not in accordance / compliance with Section 33 of MFMA in that no clear termination date was indicated that services to be rendered was / is for no longer than three (3) financial years, which service will have future budgeting implications for Stellenbosch Municipality, and hence must comply with the requirements as set out in Section 33 of MFMA;

7.11.2. An advertisement or notice does not constitute a binding contract or agreement between the parties, but only indicate that a need for a certain service had been identified by one party, who therefore invites offers to perform the particular service;

7.11.3. A service level agreement was entered into with a third party without following any procurement process; and

7.11.4. The approval given by Council supporting the appointment of a specific service provider does not validate such appointment since in terms of MFMA they (Council) must only play and exercise their oversight role, and not an administrative role which involves the awarding of certain contracts and / or tenders.

He thus requested, as a way forward, that his comments be attached as a legal protocol by the end user department and as such be addressed to the Legal Department to address the legalities of this issue, and to determine whether or not the opinion(s) he expressed based on his interpretation of the applicable legislation

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is correct, and should the Legal Department not have the necessary capacity, that a legal opinion be obtained from an outside party.

7.12. We have also been furnished with what appears to be a draft Service Legal Agreement for the 2015 year between the SM and the SNS, as well as the letter from SNS to the Stellenbosch Municipality (SM) dated 20 August 2015 marked for the attention of Ms. M Aalberts, and with the heading: "Future Funding of the Municipal Shelter (MS)", signed by the Chairperson of the SNS Committee, D M Reynecke, which concludes as follows:

"The Stellenbosch Night Shelter is not in a position to take on the responsibility of finding funds to fund the Municipal Shelter.

We are of the opinion that the Municipality has a duty to act in good faith to find a way of continuing to fund the Municipal Shelter." (Document 3 in our Bundle)

7.13. It is in this context that the above stated opinion is sought by and on behalf of the Stellenbosch Municipality.

C. The Objective Realities and Possible Way Forward

8. The writer has done / conducted personal interviews with a few of the vagrants / beggars commonly seen in Stellenbosch, and a few of whom were at one stage or another accommodated at the Municipal Shelter (MS).

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9. The writer also conducted interviews with certain members of Council and the community who were willing to avail themselves and who seemed to be concerned about the escalating "7X" problem in the Greater Stellenbosch area, especially amongst the youth, and the disastrous and potentially dangerous consequences thereof, not only the immediately families of these affected youngsters, but also the whole of the Stellenbosch community.

10. The writer has also conducted an impromptu in loco inspection of the Municipal Shelter on 29 September 2015, and had interviews with some of the staff members on duty at the time. He was shortly afterwards contacted by the head of the shelter, Ms Reinecke, who appeared unhelpful and told him to address all questions to the Shelter's e-mail address.

11. The writer also visited the court manager, Mr Williams, who is in charge of the court building. He was informed by Mr Williams that they allow the homeless people to sleep on the stoep of the building purely out of humanity. Mr Williams further informed him that those homeless people only sleep there during the winter months, and move towards other areas in Stellenbosch during the summer months. He spoke to the actual people sleeping on the stoep of this court building and was told that they do not make use of the shelter because "the people at the shelter are rude towards them".

12. The writer also spoke to people living in Stellenbosch regarding the above mentioned shelter (MS). The majority of said people felt that the shelter can be used more effectively by assisting the kids who are addicted to drugs (eg. M.) as this pose a major problem to people in Stellenbosch and the surrounding areas.

13. The writer himself is absolutely familiar with Stellenbosch and its socio-political and economic conditions being a born and bred Stellenbosch resident and professional, and having grown up in Stellenbosch during the Apartheid era and suffered the humiliating effects of the most despised Group Areas Act at the time.

14. Writer has not been furnished for purposes of this Opinion with the relevant financial (audited) statements and / or statistics regarding the Municipal Shelter (MS) but had been advised that same could be obtained and made available if and when necessary.

15. The objective reality currently is that public (State property) land has been donated to a private non-government entity, the SNS in and around 1991, free of charge, with only one provision / condition as set out in the Title Deed and as described above; namely that should the SNS cease its operations as stated in its objective, the land will revert back to the Municipality, ~~but~~ the Municipality will have to sell it – that public land which is by definition public property for the benefit of its inhabitants / residents – by public auction to the highest bidder at the current market related value. The proceeds thereof will be dealt with as set out in the Title Deed as explained above. This provision has also been neutralized to the extent that the Municipality is precluded from claiming any shortfall on the market value of the property from the SNS should it be so publicly auctioned. The accumulated funds of the SNS would also be indemnified against any such claim by the Municipality against the SNS to recover such shortfall – all in terms of the Deed of Servitude registered on the donated property of the SNS, ostensibly in favour of the Municipality, to build the Municipal Shelter (MS) on that property.

16. The objective reality further is that when that public land, known as Erf 8897, Ternaartville, was so alienated by the Municipality and donated to the SNS, in 1991, the current provisions of the MFMA, dealing with, and set out the requirements for such alienation of public land / property, were not yet enacted. And in terms of the Deed of Transfer of that land, attended to by Markotter Clover Incorporated Attorneys, the Attorneys of record for the Municipality at the time, the said contract – the Title Deed and its terms, would be / and continue to be, enforceable against, and applicable to, the Municipality's successor's in title. In short, the Municipality is bound contractually to the terms of that contract / Title Deed as concluded and registered in 1991.

17. The further objective reality is that the stated objective of the of the MS was / is to rid the Greater Stellenbosch area of the vagrancy and beggar "nuisance" by putting / placing those people in the Municipal Shelter (MS) overnight, which shelter was established to achieve that stated objective, which has its genesis in the Stellenbosch By-Law No. 13069 of 2003 as set out above. The motive and objective of that By-Law was, in our respectful view, ulterior and its effect unconstitutional, being the criminalization of poverty and exposing those vagrants and beggars to criminal sanction just because they happen to be poor, i. e. being vagrants and beggars, with no other means of income and nowhere to go.

18. The further and indirect / collateral consequence of the creation, approval and eventual construction and building of the MS is that it seemingly failed to achieve its stated objective, inasmuch as it merely serves to provide "new" and incoming vagrants and

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beggars with a guaranteed night shelter. These vagrants living in Stellenbosch have preferred to rather sleep and / or continue to beg in the public places, including on the steep / terrace of the local Stellenbosch Magistrate's Court and the Park. The local beggars and vagrants are seemingly reluctant to go to, or use the MS.

19. A form of dependency is also created, by the mere fact and existence of the Municipal Shelter (MS), in terms whereof people suffering in / from poverty in places / towns / cities outside Stellenbosch, having learned of the existence of the Municipal Shelter (MS) in Stellenbosch, would come to Stellenbosch and if need be, live on the streets or be accommodated in the MS, as a form of free overnight accommodation. Hence the MS is not necessarily of service to the poverty-stricken inhabitants of Stellenbosch, whom it was originally intended to accommodate. All of this was / is at the expense of the ratepayers of Stellenbosch, with public monies, in accordance with the decision of the Stellenbosch Municipal Council in and around 1991, approving same and making the necessary funds available for that purpose.

20. The indications are that the MS, its existence, funding and current operation have become unsustainable and / or at least questionable or problematic, given the

20.1. Municipality's current priorities and limited available financial resources to continue funding the existence and operation of the MS, in its current form;

20.2. The current and applicable law and policies, including the Constitution Act 108 of 1996 as amended, the Local Government: Municipal Systems Act 32 of 2000 and the Local Government: Municipal Finance Management Act, 55 of 2003, *inter alia*, which clearly prescribe and require compliance with the

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respective applicable provisions regarding the alienation of State land (as set out in Section 14 of the MFMA), the specific and prescribed competencies of Municipalities (as set out in Schedule 4 B and 5 B of the Constitution), and the required public participation which must / had to take place in such issues affecting the public interest generally and the general public / communities of Stellenbosch, in particular; and

20.3. The contractual obligations of the Municipality *vis-à-vis* the SMS as set out and explained above.

21. It is clearly within the above stated context that the above stated Legal Opinion, with its broad and wide scope as indicated, was requested by the Stellenbosch Municipality, in order to guide the Municipal Council in its deliberations and decisions regarding the future of the Municipal Shelter (MS).

D. Applicable Constitutional and Legal Considerations

22. The Constitution of the Republic of South Africa Act 108 of 1996 - the Constitution - does not make explicit provision for night shelters as part of local government / municipal competencies in Schedule 4B and 5B thereof. Night shelters, in its ordinary meaning and operation, would resort under "welfare services" which is a provincial competency in terms of Schedule 4 A of the Constitution. In Schedule 4 B provision is made however for "child care facilities" (which would ordinarily include or refer to crèches) and "Municipal Health Services", which would ordinarily include clinics, whilst in Schedule 5 B the only relevant or possible competency for purposes of this exercise

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to attempt a redefinition of a night shelter to fall within a municipal competency, is the reference to "local amenities".

23. The Constitution does however clearly stipulate the objectives of local government (municipalities) in Section 152, as well as the developmental duties placed upon municipalities, in Section 153 thereof. In terms of Section 152 a municipality's objective must include, inter alia, "to ensure the provision of services to communities in a sustainable manner, to promote social and economic development, to promote a safe and healthy environment and to encourage the involvement of communities and community organizations in the matters of local government" (our emphasis). In terms of its developmental duties, a municipality "...must...give priority to the basic needs of the community, and to promote the social and economic development of the community". (Section 153 of the Constitution). (our emphasis)

24. It therefore appears that there is a tension (or contradiction) between the developmental role and duty of a municipality versus what is specifically provided for, as municipal competencies, in Schedule 4 B and 5 B.

25. The question therefore seems to be, with regards to the Municipal Night Shelter (the MS), how that tension can be resolved, if at all.

26. In our respectful opinion that tension can indeed be resolved on a practical level, in favour of retaining the Municipal Night Shelter (MS), but addressing and changing the

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original and constitutionally questionable objective and purpose thereof. To put it differently – should / if the purpose of the Municipal Night Shelter be changed to bring it within the ambit of the competency(ies) as prescribed in Schedule 4 B and / or 5 B, and Section 152 and 153 of the Constitution, and in line with the requirements of the Systems Act (32 of 2000) and the MFMA (56 of 2003) it can withstand constitutional scrutiny and muster, and the Stellenbosch Municipality or more specifically the Municipal Council, would be justified by / in retaining the MS – but in another form and for a constitutional and legal purpose – and budgeting for, and funding its operations.

27. The relevant provisions of the Systems Act (32 of 2000) are set out in chapters 2 to 5 (part 1) chapter 6 (Section 42) and chapter 7 (part 1), which, given our view as above stated, and the limited time and information available, are self-evident and need not be repeated and analyzed at this stage. Similarly the relevant provisions of the MFMA are set out in Section 1 – the Definition Clause, with specific reference to irregular expenditure, unauthorized expenditure, and Clause (f) thereof which provides that "a grant otherwise than in accordance with the Act (MFMA) would be unauthorized expenditure". Other relevant provisions include Section 12 (relief, charitable, trust or other funds); Section 14 (disposal of capital assets – read with Section 90 of MFMA); Section 15 (Appropriation of funds for expenditure); Section 33 (contracts having future budgetary implications), and Section 57 (Funds transferred to organizations and bodies outside government), more particularly Section 57 (4) thereof which provides that an organization or body that serves the poor or used by government as an agency to serve the poor, is exempted from complying with subsection (1) (a) of Section 57, but subject to certain conditions / requirements which must be met and complied with.

28. In the circumstances and based on our investigation and consultations with relevant persons and for stakeholders within Stellenbosch, as discussed herein, such a practical solution could be to change the purpose and character of the MS so as to make provision for the treatment and /or counseling of drug addicts, notably "Tik" addicted youngsters which seem to be a growing problem and concern in the whole of Stellenbosch. Such a service would clearly qualify either as a "child care facility" for amongst others, those neglected children in need of care of such drug addicts, and / or "a municipal health service" to treat and counsel such drug addicts which would be provided at a local establishment provided for by the Stellenbosch Municipality - all in accordance with Schedule 4 B of the Constitution.

29. In addition such a service would not only address the need to "control of public nuisance" in "public places" as provided for in Schedule 5 B, but would be absolutely in line with the stated objective and developmental duties of the Municipality, as prescribed in Sections 152 and 153 of the Constitution.

30. It is in the above stated context and for the reasons set out herein, that it is recommended that Council seriously consider these issues before taking a definitive decision regarding the future of the Municipal Shelter (MS). It is furthermore recommended, that a senior advocate (with a junior) be appointed, to fully and comprehensively research, investigate, interrogate and advise on the above stated issues, to be completed in a written report to Council within a month of such instruction by Council.

31. We accordingly so advise



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Stellenbosch Municipality

Your Ref:

Our Ref: AVR/WH012824/AVR/JenaleeH

Date: 28 June 2016

Dear Sirs

RE: LEGAL OPINION ON STELLENBOSCH NIGHT SHELTER

Introduction

As per your instruction, we have completed an inquiry into the legal environment surrounding the Stellenbosch Night Shelter in relationship to the Stellenbosch Municipality and the Municipal Night Shelter, and the implications relating to the funding thereof.

As basic foreground for this opinion, it is material that the respective roles of the parties be addressed. The Stellenbosch Municipality ("the Municipality") is currently in a contractual arrangement with the Stellenbosch Night Shelter ("the NPO"), who in turn manages the Municipal Night Shelter ("the Municipal Shelter") on the Municipality's behalf. The Municipal Shelter is not a registered organisation, body or department of the municipality, but is an existing program inherited by decision made by preceding municipal councils. The service level agreement between the parties on our understanding is still in existence as no provision was made for a termination date in the Memorandum of Agreement or the Service Agreement. Please correct us if provision was made for termination via another mechanism.

Attorneys Nicolas & Conveyancers

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Grants-in-Aid-Policy

Is funding via this mechanism for the NPO legally viable?

In our opinion there is no reason why funding cannot be provided to the NPO through mechanisms provided for in the Grant-in-Aid-Policy. Grant-in-Aid Policies are created in terms of section 67 of the Municipal Finance Management Act 56 of 2003 ("MFMA"). This section empowers a municipality to provide funding to an organisation or body outside any sphere of government, which does not constitute a commercial or business transaction.

Section 67(1)(a) thereof deals with the requirements that needs to be complied with from an accounting perspective when such funding is provided. However, this provision in terms of section 67(4) does not apply to "an organisation or body serving the poor or used by government as an agency to serve the poor, provided" that the prescribed limit is not exceeded and the accounting officer is satisfied that all reasonable steps have been taken to "ensure that the targeted beneficiaries receive the benefit of the transferred funds" and certifies to the Auditor-General that compliance by that organisation with section 67(1)(a) is uneconomical and unreasonable.

In light of the above we just want to clarify that on the plain interpretation of the wording of section 67 there is nothing that prohibits a municipality from providing funding to organisations that serve the poor. Section 67(4) applies to the application of section 67(1)(a) and is limited to that context.

The funding currently being provided to the NPO by the Municipality is substantial and exceeds the limit provided for in the Grants-in-Aid-Policy 2016/2017. However, all this dictates is that the NPO would need to comply with section 67(1)(a), which on our understanding, is what the Municipality would prefer to ensure more efficient and controlled funding process.

Current Grants-in-Aid-Policy

The above mentioned Grants-in-Aid-Policy contains a funding limit in terms of clause 3.3, being R40 000.00 (Forty Thousand Rand). The clause provides that this amount can be exceeded in instances when the proposal addresses specific ward priorities and financial statements are

audited. On our understanding this would cover funding to the NPO and other night shelters seeking funding.

It is our suggestion that funding to night shelters be included as a separate category/chapter in the existing Grants-in-Aid-Policy allowing the Municipality to provide funding for a period of 3 (three) years payable monthly in advance, subject to review. Provision shall not be made for a maximum funding limit, same shall fall within the discretion of the Municipality. In addition it is our suggestion that clause 3.3 be reworded to recognise transfers of this nature as a separate category requiring compliance with the general provisions of the Policy as well as those listed in this specific category/chapter.

This new category will be worded to the extent that it covers facilities used to house and support street people. Funding in this regard will include but shall not be limited to the expenses incurred with respect to maintenance of the property and building, running expenses, food and movables.

Further this category will require organisations that fall under this umbrella to provide additional documentation such as but not limited to a business plan, projected expenditure and income and any other necessary documentation to ensure compliance with legislation. Lastly, a new application form will have to be drafted to cater for this umbrella of funding.

Amendment of Recommendations as per Municipal Night Shelter Report

It is our suggestion that the items be amended to read the following to facilitate the transition to the new mechanism of funding to the NPO as suggested above.

- (a) that the municipality investigate the constitutionality of the By-law "for the Control of Certain Offences in Public Places" of 2003 and report back to Council with a draft revision of said By-law. – *to remain*.
- (b) the Council will cede the Municipal Shelter and its functionality to the owner of Erf 8887, in other words the Council will cancel the existing servitude, for the purpose to run as a shelter for the homeless persons whereafter the owner of the property will take responsibility (financial and otherwise) to maintain the physical building as well as the movables located inside said building. – *amended*.
- (c) that Council shall continue to fund the administration and operational cost related to this facility through the Grants-in-Aid-Policy 2016/2017 which has been determined as the

best mechanism to govern this relationship. Amendment of the said Grants-in-Aid-Policy shall be undertaken and the Stellenbosch Night Shelter shall need to apply for and comply with said Policy. Funding shall be provided for a period of three years subject to review. – *amended*.

(d) *deleted*

(e) that the Department Community Development, together with Stellenbosch Night Shelter, investigate a new Admission Policy for the Municipal Shelter to contribute to the development of persons living on the street and that such a Policy be implemented by the Night Shelter. – *to remain. Note that this clause may not be relevant if the NPO takes over the municipal shelter as agreed. Their admission policy will apply to the Municipal Shelter.*

Conclusion

In conclusion funding can be provided to the NPO through the Grants-in-Aid-Policy 2016/2017 after an amendment thereof providing for a new category covering facilities used to house and support street people.

Yours faithfully



STBB | SMITH TABATA BUCHANAN BOYES

APPENDIX 10

SAMRAS EXTRACT PAYMENTS MADE TO STELLENBOSCH NIGHT SHELTER JUNE 2011 - JUNE 2017

Creditor Name	Remittance N	Remittanc	Inv Date	Inv Amount	Total Paid	Cost Code	Financial Yr
STELLENBOSCH NIGHT SI	173099	20110613	20110603	11 726.25	11 726.25	131120928	2010
STELLENBOSCH NIGHT SI	173099	20110613	20110603	14 892.39	14 892.39	131120928	2010
STELLENBOSCH NIGHT SI	176301	20110826	20110307	11 726.25	11 726.25	350600211	2011
STELLENBOSCH NIGHT SI	176549	20110901	20110810	12 155.06	12 155.06	131110928	2011
STELLENBOSCH NIGHT SI	176549	20110901	20110810	16 155.73	16 155.73	131110928	2011
STELLENBOSCH NIGHT SI	176597	20110902	20110902	27 241.46	27 241.46	131110928	2011
STELLENBOSCH NIGHT SI	177547	20110922	20110902	13 213.19	13 213.19	131110928	2011
STELLENBOSCH NIGHT SI	177547	20110922	20110902	12 155.06	12 155.06	131110928	2011
STELLENBOSCH NIGHT SI	178122	20111006	20110919	12 155.06	12 155.06	131110928	2011
STELLENBOSCH NIGHT SI	179042	20111027	20110930	18 419.51	18 419.51	131110928	2011
STELLENBOSCH NIGHT SI	179042	20111027	20111017	11 255.06	11 255.06	131110928	2011
STELLENBOSCH NIGHT SI	180158	20111117	20111031	15 937.25	15 937.25	131110928	2011
STELLENBOSCH NIGHT SI	181487	20111215	20111111	12 155.06	12 155.06	131110928	2011
STELLENBOSCH NIGHT SI	181487	20111215	20111130	24 692.44	24 692.44	131110928	2011
STELLENBOSCH NIGHT SI	182014	20120104	20120104	12 155.06	12 155.06	131110928	2011
STELLENBOSCH NIGHT SI	183915	20120209	20120123	12 155.06	12 155.06	131110928	2011
STELLENBOSCH NIGHT SI	183915	20120209	20120109	16 350.20	16 350.20	131110928	2011
STELLENBOSCH NIGHT SI	184621	20120221	20120130	20 404.35	20 404.35	131111011	2011
STELLENBOSCH NIGHT SI	184933	20120224	20120215	12 155.06	12 155.06	131111011	2011
STELLENBOSCH NIGHT SI	185600	20120315	20120227	30 841.32	30 841.32	131111011	2011
STELLENBOSCH NIGHT SI	185970	20120329	20120314	12 155.06	12 155.06	131111011	2011
STELLENBOSCH NIGHT SI	186618	20120419	20120328	17 075.49	17 075.49	131111011	2011
STELLENBOSCH NIGHT SI	187343	20120516	20120416	12 155.06	12 155.06	131111011	2011
STELLENBOSCH NIGHT SI	187541	20120523	20120430	17 253.87	17 253.87	131111011	2011
STELLENBOSCH NIGHT SI	188274	20120614	20120530	16 907.38	16 907.38	131111011	2011
STELLENBOSCH NIGHT SI	188274	20120614	20120520	12 155.06	12 155.06	131111011	2011
STELLENBOSCH NIGHT SI	189788	20120808	20120618	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	189788	20120808	20120704	18 294.14	18 294.14	131111011	2012
STELLENBOSCH NIGHT SI	190061	20120827	20120808	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	190061	20120827	20120808	20 432.60	20 432.60	131111011	2012
STELLENBOSCH NIGHT SI	191143	20120925	20120808	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	191143	20120925	20120903	14 880.55	14 880.55	131111011	2012
STELLENBOSCH NIGHT SI	191876	20121019	20121001	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	191876	20121019	20120903	16 380.29	16 380.29	131111011	2012
STELLENBOSCH NIGHT SI	192109	20121026	20121015	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	193682	20121218	20121112	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	193682	20121218	20121203	27 286.92	27 286.92	131111011	2012
STELLENBOSCH NIGHT SI	193682	20121218	20121029	16 380.29	16 380.29	131111011	2012
STELLENBOSCH NIGHT SI	194004	20130103	20121219	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	194206	20130114	20130107	20 669.93	20 669.93	131111011	2012
STELLENBOSCH NIGHT SI	194829	20130205	20130114	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	195249	20130218	20130204	15 540.24	15 540.24	131111011	2012
STELLENBOSCH NIGHT SI	195732	20130311	20130221	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	196494	20130409	20130304	17 959.36	17 959.36	131111011	2012
STELLENBOSCH NIGHT SI	196494	20130409	20130313	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	197452	20130508	20130408	16 579.66	16 579.66	131111011	2012
STELLENBOSCH NIGHT SI	197452	20130508	20130415	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	197950	20130521	20130506	19 750.26	19 750.26	131111011	2012
STELLENBOSCH NIGHT SI	198101	20130524	20130513	12 762.81	12 762.81	131111011	2012
STELLENBOSCH NIGHT SI	199125	20130625	20130603	19 750.26	19 750.26	131111011	2012
STELLENBOSCH NIGHT SI	200222	20130816	20130610	13 400.95	13 400.95	151111011	2013

STELLENBOSCH NIGHT SI	200811	20130917	20130717	18 030.53	18 030.53	151111011	2013
STELLENBOSCH NIGHT SI	200811	20130917	20130731	19 443.18	19 443.18	151111011	2013
STELLENBOSCH NIGHT SI	200811	20130917	20130717	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	200811	20130917	20130812	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	200995	20130923	20130903	16 910.40	16 910.40	151111011	2013
STELLENBOSCH NIGHT SI	201406	20131007	20130911	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	201647	20131015	20130930	20 985.47	20 985.47	151111011	2013
STELLENBOSCH NIGHT SI	203188	20131128	20131009	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	203188	20131128	20131028	20 108.11	20 108.11	151111011	2013
STELLENBOSCH NIGHT SI	203918	20131219	20131111	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	204330	20140110	20131202	28 341.95	28 341.95	151111011	2013
STELLENBOSCH NIGHT SI	204780	20140128	20131202	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	204780	20140128	20140108	22 075.21	22 075.21	151111011	2013
STELLENBOSCH NIGHT SI	205480	20140225	20140108	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	206713	20140404	20140303	20 349.66	20 349.66	151111011	2013
STELLENBOSCH NIGHT SI	206713	20140404	20140312	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	207302	20140417	20140331	19 994.14	19 994.14	151111011	2013
STELLENBOSCH NIGHT SI	207901	20140514	20140203	17 414.19	17 414.19	151111011	2013
STELLENBOSCH NIGHT SI	207901	20140514	20140212	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	208070	20140516	20140414	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	208384	20140523	20140505	17 090.40	17 090.40	151111011	2013
STELLENBOSCH NIGHT SI	209147	20140613	20140528	18 260.90	18 260.90	151111011	2013
STELLENBOSCH NIGHT SI	209147	20140613	20140528	13 400.95	13 400.95	151111011	2013
STELLENBOSCH NIGHT SI	211201	20140909	20140630	28 080.38	28 080.38	151111011	2014
STELLENBOSCH NIGHT SI	211270	20140911	20140630	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	211270	20140911	20140827	20 920.88	20 920.88	151111011	2014
STELLENBOSCH NIGHT SI	211491	20140918	20140811	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	212112	20141013	20140716	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	212112	20141013	20140804	32 203.10	32 203.10	151111011	2014
STELLENBOSCH NIGHT SI	214163	20141204	20140908	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	214163	20141204	20141006	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	214163	20141204	20141105	27 319.79	27 319.79	151111011	2014
STELLENBOSCH NIGHT SI	214355	20141211	20141105	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	214406	20141211	20141203	33 955.50	33 955.50	151111011	2014
STELLENBOSCH NIGHT SI	214907	20141224	20141203	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	215269	20150120	20141006	19 452.10	19 452.10	151111011	2014
STELLENBOSCH NIGHT SI	215708	20150204	20150121	21 521.57	21 521.57	151111011	2014
STELLENBOSCH NIGHT SI	215708	20150204	20150121	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	215911	20150212	20150204	21 201.97	21 201.97	151111011	2014
STELLENBOSCH NIGHT SI	215911	20150212	20150204	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	217148	20150319	20150302	20 150.97	20 150.97	151111011	2014
STELLENBOSCH NIGHT SI	217148	20150319	20150302	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	217664	20150409	20150330	20 572.30	20 572.30	151111011	2014
STELLENBOSCH NIGHT SI	217664	20150409	20150330	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	218519	20150512	20150428	27 313.99	27 313.99	151111011	2014
STELLENBOSCH NIGHT SI	219311	20150604	20150428	14 071.00	14 071.00	151111011	2014
STELLENBOSCH NIGHT SI	219599	20150611	20150529	34 375.83	34 375.83	151111011	2014
STELLENBOSCH NIGHT SI	220816	20150722	20150529	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	220816	20150722	20150624	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	221010	20150731	20150624	8 006.00	8 006.00	131131011	2015
STELLENBOSCH NIGHT SI	221010	20150731	20150624	14 808.86	14 808.86	350600211	2015
STELLENBOSCH NIGHT SI	221579	20150903	20150806	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	223487	20151103	20150930	22 503.50	22 503.50	131131011	2015
STELLENBOSCH NIGHT SI	223746	20151112	20151030	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	223746	20151112	20151030	25 440.48	25 440.48	131131011	2015
STELLENBOSCH NIGHT SI	224345	20151130	20150831	25 812.41	25 812.41	131131011	2015

STELLENBOSCH NIGHT SI	224874	20151214	20151130	22 691.25	22 691.25	131131011	2015
STELLENBOSCH NIGHT SI	224905	20151215	20151130	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	226339	20160216	20160120	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	226339	20160216	20160120	38 450.06	38 450.06	131131011	2015
STELLENBOSCH NIGHT SI	226835	20160302	20160203	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	226867	20160303	20160303	22 707.05	22 707.05	131131011	2015
STELLENBOSCH NIGHT SI	227332	20160318	20160302	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	227332	20160318	20160302	29 071.83	29 071.83	131131011	2015
STELLENBOSCH NIGHT SI	228436	20160429	20160407	29 079.66	29 079.66	131131011	2015
STELLENBOSCH NIGHT SI	228436	20160429	20160407	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	229349	20160525	20160504	14 774.55	14 774.55	94803105	2015
STELLENBOSCH NIGHT SI	229489	20160527	20160504	43 452.33	43 452.33	131131011	2015
STELLENBOSCH NIGHT SI	230143	20160617	20160602	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	230143	20160617	20160602	26 170.76	26 170.76	131131011	2015
STELLENBOSCH NIGHT SI	230549	20160627	20160622	33 635.04	33 635.04	131131011	2015
STELLENBOSCH NIGHT SI	230717	20160629	20160622	14 774.55	14 774.55	131131011	2015
STELLENBOSCH NIGHT SI	231899	20160822	20160804	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	232210	20160906	20160805	31 921.69	31 921.69	131131011	2016
STELLENBOSCH NIGHT SI	232713	20160921	20160829	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	232713	20160921	20160829	32 983.13	32 983.13	131131011	2016
STELLENBOSCH NIGHT SI	233852	20161102	20160930	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	233852	20161102	20160930	26 464.57	26 464.57	131131011	2016
STELLENBOSCH NIGHT SI	234525	20161124	20161028	21 083.71	21 083.71	131131011	2016
STELLENBOSCH NIGHT SI	234525	20161124	20161028	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	235084	20161214	20161130	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	235268	20161220	20161130	22 102.96	22 102.96	131131011	2016
STELLENBOSCH NIGHT SI	236156	20170131	20170116	36 157.40	36 157.40	131131011	2016
STELLENBOSCH NIGHT SI	236224	20170203	20170116	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	236790	20170220	20170211	25 314.88	25 314.88	131131011	2016
STELLENBOSCH NIGHT SI	236935	20170223	20170201	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	237413	20170313	20170222	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	237413	20170313	20170222	20 423.08	20 423.08	131131011	2016
STELLENBOSCH NIGHT SI	238814	20170504	20170330	28 014.89	28 014.89	131131011	2016
STELLENBOSCH NIGHT SI	238814	20170504	20170330	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	239456	20170523	20170508	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	239725	20170602	20170508	30 311.96	30 311.96	131131011	2016
STELLENBOSCH NIGHT SI	240230	20170621	20170531	24 424.30	24 424.30	131131011	2016
STELLENBOSCH NIGHT SI	240230	20170621	20170531	15 513.28	15 513.28	131131011	2016
STELLENBOSCH NIGHT SI	240728	20170630	20170627	29 840.24	29 840.24	131131011	2016

2 677 249.60

June 2017 Admin Fee

Inv no MS :

15513.28

Outstanding amount
not paid by 30 June
2017

2 692 762.88

8.1.2	CONSIDERATION OF IRREGULAR EXPENDITURE DISCLOSED IN THE ANNUAL FINANCIAL STATEMENTS OF 2016/2017 FOR HIRING OF 5 VEHICLES WITH CANOPIES
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1. PURPOSE OF THE REPORT

- (i) To provide information regarding “irregular expenditure” for oversight by MPAC. Council needs to consider and approve that the expenditure is deemed irrecoverable and to be written off in terms of the MFMA Section 32 (2);
- (ii) To obtain permission for the approval of the deviation on FQ SM 123/17: Hiring of 5 vehicles with canopies for the Area Cleaning Section; and
- (iii) That Council takes note of the essential service that was delivered to the community via the use of the vehicles supplied by AAD Car and Truck Rental CC.

2. BACKGROUND

The Committee was established to deal with expenditure not aligned or non-compliant with Council's approved policies and the Municipal Finance Management Act, herein after referred to as the “Act” and “Policies”.

2.1 Legislation

The Act (Section 32) stipulates the following with regard to unauthorized, irregular or fruitless and wasteful expenditure:

- “(1) without limiting liability in terms of the common law or other legislation-
- (a) *a political office-bearer of a municipality is liable for unauthorized expenditure if that office-bearer knowingly or after having been advised by the accounting officer of the municipality that the expenditure is likely to result in unauthorized expenditure, instructed an official of the municipality to incur the expenditure;*
 - (b) *The accounting officer is liable for unauthorized expenditure deliberately or negligently incurred by the accounting officer, subject to subsection (3);*
 - (c) *Any political office-bearer or official of a municipality who deliberately or negligently committed, made or authorized an irregular expenditure, is liable for that expenditure; or*
 - (d) *Any political office-bearer or official of a municipality who deliberately or negligently made or authorized a fruitless and wasteful expenditure is liable for that expenditure”.*

In terms of Section 32 (2)

“A municipality must recover unauthorized, irregular or fruitless and wasteful expenditure from the person liable for that expenditure unless the expenditure-

- (a) *In the case of unauthorized expenditure, is-*

- (i) *authorized in an adjustments budget; or*
 - (ii) *Certified by the municipal council, after investigation by a council committee, as irrecoverable and written off by the council; and*
- (b) *In the case of irregular or fruitless and wasteful expenditure, is, after investigation by a council committee, certified by the council as irrecoverable and written off by the council”.*

A further stipulation, Section 32(4) compels the accounting officer to “Promptly inform the mayor, the MEC for local government in the province and the Auditor-General, in writing, of-

- (a) *Any unauthorized, irregular or fruitless and wasteful expenditure incurred by the municipality;*
- (b) *Whether any person is responsible or under investigation for such unauthorized, irregular or fruitless and wasteful expenditure; and*
- (c) *The steps that have been taken-*
 - (i) *To recover or rectify such expenditure; and*
 - (ii) *To prevent a recurrence of such expenditure”.*

Irregular expenditure as defined under Chapter 1 of the Act:

- a) *Expenditure incurred by a municipality in contravention of, or that is not in accordance with, a requirement of this Act, and which has not been condoned in terms of section 170;*
- b) *Expenditure incurred by a municipality in contravention of, or that is not in accordance with, a requirement of the Municipal systems Act, and which has not been condoned on terms of that Act;*
- d) *Expenditure incurred by a municipality in contravention of, or that is not in accordance with, a requirement of the supply chain management policy of the municipality or any of the municipality’s by-laws giving effect to such policy, and which has not been condoned in terms of such policy or by-law”.*

3. DISCUSSION

Formal quotation (FQ SM 123/17) for hiring of five vehicles with canopies was obtained and awarded for the amount of R 174 591.00 to AAD Car and Truck Rental, with order number 330690 (**Annexure A**).

In the past, for all previous formal quotations relating to renting of vehicles in the Area Cleaning Section, an amount of 300 km’s per vehicle was included at no cost per month. It was therefore included in the specifications. These specifications were provided to Supply Chain Management to be included in the advertisement on the website of Stellenbosch Municipality (see **Annexure C**). The Department therefore expected that the final bid price from AAD Car and Truck Rental included the excess 300 km’s per vehicle per month at no cost.

The Department became aware of the fact that the order was only for the hiring of the vehicles, excluding the excess 300 km’s per vehicle per month upon receipt of invoices. This resulted in the over-expenditure for the km’s per vehicle travelled which amounted to R 242 892.43. This amount is inclusive of refuelling and damages per vehicle.

Damages to the vehicles were investigated. The investigation process was challenging due to drivers being employed on the Expanded Public Work Program, hence all employees were employed on a contractual basis which was terminated on 30 June 2017 (see **Annexure D** for quotation for damages). The damages to the vehicles were the result of the Area Cleaning Section which had to enter the informal settlements on a daily basis for the removal of domestic waste and litter due to the fact that Solid Waste Management trucks were unable to enter the narrow paths in the informal settlements, i.e. the regular trucks not ideally suited for this specific operation.

SCM Regulation 36 allows:

“The Accounting Officer to dispense with the official procurement processes established by the policy and to procure any required goods and services through any convenient process”.

It is not necessary for a deviation to obtain three different quotes or whose names appear on the list of accredited prospective service providers as per SCM regulation 17(a). All approved deviations are reported monthly to CFO, Accounting Officer and Council, and it is not necessary to adhere to SCM Regulation 17(c).

The request to deviate was based upon the discussion which alluded to the following:

- The vehicles that were hired in the Area cleaning department played a vital role to ensure that all areas were free from litter 100% every day, all day.
- These vehicles were also utilised to assist in the disaster management and fire disasters all over WC024, as well as to assist the Housing Informal Settlement Department to clear the rubble and litter left behind as well as assisting law enforcement to clear complaint areas when evicting vagrants.
- These vehicles covered all wards, from Raithby, CBD, Jamestown, Slabtown, Cloetesville to Kayamandi, Franschhoek, La Motte, Klappmuts, Enkanini and inspecting/checking/supervising the cleanliness of the town entrances and surroundings and the illegal dumping alongside rivers and road reserves; and
- These vehicles were utilised to assist in June to prepare for the storm the Western Cape experienced per month per vehicle (in this case bakkies), included in the price.

4. FINANCIAL IMPLICATIONS

The cost indicated and approved on the order is R174 591.00.

The total cost outstanding is R242 892.43, that is the full amount still outstanding which includes damages; kilometers travelled and fill up of fuel on delivery of LDV's to the company. (**Annexure B**).

5. CONCLUSION

The Department acknowledged that the cost of km's travelled by all vehicles were not included in the original order and was charged for separately. The Department is of the opinion that, due to the fact that the vehicles were used to perform the function in the best interest of municipal service delivery, it is therefore not deemed as wasteful expenditure. The amount of R 242 892.43 will be paid out against U-key 20170608983597.

6. COMMENTS FROM SUPPLY CHAIN MANAGEMENT

The number of Ratifications which were approved for this financial book year in relation to previous years, is concerning. These were minor breaches between the end user department and Service Providers which were ratified by the Accounting Officer. Mostly appointments made by end user departments without following the prescribed procurement processes, which in itself is a worrying factor. Most of these were the responsible official required to submit report to MPAC for scrutiny and oversight. Consequence management is encouraged from the individual directorates to the transgressors.

Even though the SCM Regulations make provision for such occurrences in terms of 36 (1) (b) of the legislation, whereby the Accounting Officer can ratify minor breaches, the usage of such should be discouraged and avoided, where possible.

7. COMMENTS BY THE MUNICIPAL MANAGER

It is concerning that this transaction was under R200 000. This type of transaction should rather be a competitive tender process. The Municipal Manager requested a workshop on SCM for 9 October 2017 with all departments to address these issues and to prevent future re-occurrence. Consequence Management for this reckless behaviour will be instituted post the workshop of 9 October 2017.

Annexures:

Annexure A : Order number 330690

Annexure B : Statement of outstanding amount of R 242 892.43 owed to AAD Car and Truck Rental CC

Annexure C : Specifications given to Supply Chain Management and advert of FQ SM 123/17

Annexure D : Quotations for damages for the hired vehicles of AAD Car and Track Rental CC

MUNICIPAL PUBLIC ACCOUNTS COMMITTEE MEETING: 2017-10-19: ITEM 5.2**RECOMMENDED**

- (a) that note be taken of the concerns raised by the Municipal Manager and Supply Chain Management, as well as the impact of Consequence Management;
- (b) that note be taken of the workshop that was held; and
- (c) that Council certifies the expenditure to the amount of R242 892.43 (U-key: 20170608983597) as irrecoverable, and that it be written off.

Meeting: Ref no: Collab:	14 th Council: 2017-11-29 3/3/6/7	Submitted by Directorate: Author Referred from:	Community & Protection Services Head: Parks, Rivers & Area Cleaning MPAC: 2017-10-19
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STELLENBOSCH
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT
Department: Community Services
Departement: Gemeenskapsdienste

ANNEXURE A:

Order 330690

**AMPTELIKE BESTELLING
OFFICIAL ORDER**

Stellenbosch

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY



Stellenbosch

17, STELLENBOSCH 7889
021 809-8520
021 809-8688

BESTEL NR. / ORDER NO.
330690

DATUM / DATE
09/12/2016

KREDITEUR NR.
CREDITORS NO. **011986**

KONTAK PERSOON / CONTACT PERSON

MELISSA NEL
Requisition No. **1022028**

AAD CAR AND TRUCK RENTAL PTY L
PO BOX 13239
MOWBRAY
CAPE TOWN
7705

REKWIISIE / VRIJW. REQUISITION NO.	VOORRAAD NR. STOCK NO.	BESKRYWING / DESCRIPTION	POS NR. / VOLTE NO.	HOEVEELHEID QUANTITY	PRYSE SONDER BTW PRICES WITHOUT VAT	BTW/VAT	TOTALE PRYS TOTAL PRICE
		HIRE OF FIVE LONG WHEEL BASE BAKKIES WITH CANOPIES FOR THE A		6	153150.00	21441.00	174591.00

NAMENS / FOR:
STADSRAAD / TOWN COUNCIL
STELLENBOSCH

Handwritten signature: *[Signature]* 9/12/16

TOTAAL
TOTAL **174591.00**



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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT
Department: Community Services
Departement: Gemeenskapsdienste

ANNEXURE B:

Statement of outstanding amount owed to Cabs, Car and Truck Rental CC:
R 242 892.43

AAD Car & Truck Rental (Pty) Ltd
trading as



Co. Reg. No.: 1995/002686/07
Vat. Reg. No.: 4030150082

CABS CAR HIRE - CPT

TEL: 021- 386 5500
Fax: 021- 386 1386

P.O BOX 13239
MOWBRAY
7705

Bank : FIRST NATIONAL BANK
Branch : CAPE TOWN
Branch code : 200109
Account number: 62033812795
Currency : S A RAND

STELLENBOSCH MUNICIPALITY
AREA CLEANSING DEPT.
BELTANA MUNICIPLE DEPOT,
HELSHOOGTE WAY, STELLENBOSCH
7600

PAGE: 1

ACCOUNT NO.	S069
DATE	30/09/2017

Payment Terms: 30 DAYS FROM STATEMENT

DATE	REFERENCE	DESCRIPTION	DEBIT	CREDIT	BALANCE
		Balance b/f			0.00
05/04/2017	10020245	INV INVOICE	6304.68		6304.68
05/04/2017	10020250	INV INVOICE	6544.44		12849.12
05/04/2017	10020253	INV INVOICE	9499.32		22348.44
11/04/2017	10020244	INV INVOICE	14142.24		36490.68
17/04/2017	10020248	INV INVOICE	7519.68		44010.36
06/05/2017	10020393	INV INVOICE	7953.84		51964.20
06/05/2017	10020394	INV INVOICE	16536.60		68500.80
06/05/2017	10020395	INV INVOICE	14793.48		83294.28
12/05/2017	10020404	INV INVOICE	15350.76		98645.04
18/05/2017	10020450	INV INVOICE	10319.04		108964.08
05/06/2017	10020563	INV INVOICE	12625.92		121590.00
05/06/2017	10020564	INV INVOICE	12758.76		134348.76
05/06/2017	10020581	INV INVOICE	15587.28		149936.04
11/06/2017	10020562	INV INVOICE	11417.40		161353.44
17/06/2017	10020565	INV INVOICE	11725.20		173078.64
30/06/2017	10020603	INV INVOICE	6081.05		179159.69
30/06/2017	10020604	INV INVOICE	5933.26		185092.95
30/06/2017	10020605	INV INVOICE	6403.16		191496.11
30/06/2017	10020606	INV INVOICE	4914.77		196410.88
30/06/2017	10020607	INV INVOICE	3647.46		200058.34
11/07/2017	10020652	INV INVOICE	9397.15		209455.49
11/07/2017	10020653	INV INVOICE	8530.01		217985.50
11/07/2017	10020654	INV INVOICE	10778.91		228764.41
11/07/2017	10020655	INV INVOICE	2679.00		231443.41
11/07/2017	10020656	INV INVOICE	11449.02		242892.43

Over 120 Days	90 Days	60 Days	30 Days	Current
0.00	200058.34	42834.09	0.00	0.00

REMITTANCE ADVICE

ACCOUNT

S069 STELLENBOSCH MUNICIPALITY

DUE

AMOUNT DUE

242892.43



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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT
Department: Community Services
Departement: Gemeenskapsdienste

ANEXURE C:

Specifications given to Supply Chain Management and advert of FQ SM 123/17



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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY



Creating a lasting legacy

PROJECT: 123/17 FG/31/2017 Hire of five (5) LDV Vehicles with Canopies until 30 June 2017

DATE: 16 November 2016

COMPARATIVE SCHEDULE: PRICE AND PREFERENTIAL PROCUREMENT POINTS

BIDDERS	PRICE VAT INCLUDED	TECHNICAL COMPLIANCE	VALID TAX CLEARANCE CERTIFICATE ICC	MIDA COMPLETED	MDS COMPLETED	MDSP COMPLETED	SITE MEETING ATTENDANCE	POINTS FOR PRICE BQ	B-BBEE Status level of Contributor		REASONS FOR NON-COMPLIANCE	TOTAL POINTS (100)
									Level	Number of Points		
AAD Car & Truck Rental (Pty) Ltd	R 29 098.50	YES	YES	YES	YES	YES	N/A	80.00	2	18.00		98.00
Kempston Truck Hire	R 42 180.00	YES	YES	YES	YES	YES	N/A	44.04	5	8.00		52.04
	R -									0.00		
	R -									0.00		
	R -									0.00		
	R -									0.00		
	R -									0.00		
	R -									0.00		
	R -									0.00		
	R -									0.00		
	R -									0.00		
	R -									0.00		

Completed & recommended by: RWD

Recommendation: See above

Recommendation supported by: (1) _____ (2) _____ (3) _____

Comments: _____

(1) Approval be granted in terms of the MFMA (Act 56 of 2003), Section 79 and 104 and paragraph 2.3 of the Stellenbosch Supply Chain Management Policy

(2) After approval an order can be placed

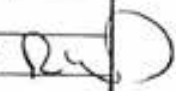
Procure in terms of the MFMA (Act 56 of 2003), Section 79 and 104 in conjunction with 2.3. of the Stellenbosch SCM Policy

Approved: [Signature] 30/11/2016

MRAA 0138381

Date: _____

fill R200 only


SUPPLY CHAIN MANAGEMENT FQ/SM 123/17		PROOF SUBMITTED
1	<u>Specifications:</u> End - User Department Specification. Both (Preliminary And Final) Confirmation of receipt from end-user department confirming the go ahead final specification.	YES
2	a) <u>ADVERT: Placed on Website</u> 20.10.2016 to 03.11.2016	YES
	b) <u>Municipal account within 90 day period</u> Attached	YES
	c) <u>ID numbers of shareholders/Directors cleared</u>	YES
	d) <u>VAT verified</u>	YES
		YES
3	01.11.2016 Closing Date From Register (Opening of Bids and FQ register)	YES
4	VOTE NUMBER: 165 402 542	YES
	BUDGET (SAMRAS): Available: -R347 360.81	YES
5	National Treasury Website: <u>Register for Tender Dealers</u> <u>Database of Restricted Suppliers</u>	YES YES
6	COMPARATIVE SCHEDULE:	
	SCM Compliance Checklist:	
	<u>Technical Compliance Tech. report is it signed off</u>	YES
	<u>Valid Original Tax Clearance Certificate</u>	YES
	<u>MBD 4 completed</u>	YES
	<u>MBD 8 completed</u>	YES
	<u>MBD 9 completed</u>	YES
	<u>Site Meeting Attendance Register (If Applicable)</u>	N/A
	<u>B BREEE Certificate - Points claimed</u>	YES (2-18)
	All Signatures: Recommendation - SCM Practitioner / SCM Accountant Support - user department Approval - Head: SCM	R.LOEKS 
7	REQUISITION NUMBER: 1022028	
8	ORDER NUMBER:	
9	Estimated completion/delivery period	
10.1	Over R100k Reporting (If applicable)	
10.2	National Treasury: CRA register Paula Ribeiro (Input) Theo Rhode (Check)	
10.3	Over R100k Reporting (If applicable send to Budget office - Monique.Hardneck@stellenbosch.gov.za)	

CIDB registered

N/A

COMMENTS:

CSD Number: MAAA-0138381 ; SMSD Number: 3564

 30/11/2016

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SPECIFICATIONS:

Non compliance to specification will invalidate your offer:

NB: Service providers are required to read and study the specification, its general condition of contract, as well as the instructions to them very carefully before submitting their offers.

Specifications for: Hire of five (5) light delivery vans, with canopies until 30 June 2017.

The following table is applicable:

Item	Description	Compliance to specifications mark in YES column, if not in NO column	
		YES	NO
1	Hire of five (5) light delivery diesel vehicles, 4x2 single cab, 2000cc, 5speed, manual transmission, 1 tonner, with canopies to the Area Cleaning Department, Stellenbosch		
2	Vehicles to be serviced on a regular basis by the service provider. Appointed service provider in the area where the Municipality may service the vehicles.		
3	Vehicle's licence to be valid/roadworthy.		
4	Driver will be provided by the Area Cleaning Department		
5	Include additional 300 kilometres in quote per month per vehicle.		
6	Vehicles fitted with Municipality approved canopies and tow-bars.		
7	When vehicle is serviced by the service provider, a replacement vehicle (LDV) needs to be provided for the service period at no additional cost.		
8	Service provider to send monthly invoices to: melissa.nel@stellenbosch.gov.za		
9	Sets of duplicate keys per vehicle and fuel cap locks included.		
10	Quotation offer to include a full maintenance hire contract.		
11	All traffic fines shall be forwarded to the user department in order to settle the fines.		
12	Municipal representatives to be allowed access to a vehicle tracking monitoring Station		
13	Are monthly fleet management reports available? Please specify.		
14	Monthly tracking devices conscription fees to form part of the contract		
15	Please include company profile stating experience and references of similar contracts and vehicles supplied. Please add this relevant experience on PAGE 15 of this document. A minimum of 3 years are required.		
16	Special Conditions: Power Steering		
16.1	Driver Airbag		
17	Brakes: Anti-Lock braking system		
18	CAB: Number of seats: driver and one passenger		
18.1	Minimum of 2 doors		
19	Security: Immobilizer		
20	Please complete vehicle schedule Annexure A on page 13 of this document		

SPECIFICATIONS

Scope

The purpose of this formal quotation is to ensure the continuity of fleet capacity for the Area Cleaning Department of Stellenbosch Municipality. This is regarded as an essential service to the communities of the greater Stellenbosch area. As such reliable, efficient vehicles are required purposely-equipped for the Area Cleaning Department.

General:

- Rates must be valid until 30 June 2017
- Bidders must indicate delivery time frames.
- A 24 hour emergency and breakdown service shall be available,
- The actual rate/km will apply,
- The supplier shall ensure that the vehicles are roadworthy at all times and replacement of tyres and routine maintenance shall be included in the contract,
- Vehicle licenses shall be issued and controlled by the supplier and shall be for the Supplier's account,
- Exclude insurance as the vehicles will be included on the Municipality's own insurance,
- The Municipality will supply fuel from its own filling station at the Stellenbosch Beltana Stores.

Contract Period:

A full maintenance contract period of one year, for the supply and delivery of vehicles is required.

Color:

All vehicles delivered preferred to be white. Canopies supplied preferred to be color coded to the vehicle supplied.

Vehicle support supplier:

The bidder shall include in the quotation the preferred service provider for maintenance and repairs to the vehicles. A service provider in the Stellenbosch area would be preferred.

Vehicle Conditions:

The vehicles supplied for this quotation do not have to be new. **Vehicles older than 4 years will not be accepted.** Vehicles shall be in a general good condition with regard to the body work, inside of cabin and mechanical performance. No vehicles with oil leaks will be accepted.

One ton, Diesel, Light Delivery Vehicles

The vehicles shall be fully equipped to normally acceptable standards and comply with all relevant aspects of the National Road & Traffic Act and Regulations.

Description
5 x One Tonner, LWB, LDV, Diesel, 4x2 Single Cab, 2000cc, 5 speed manual transmission vehicles, with Canopies

Standard tools:

The vehicles is equipped with a suitable jack, wheel spanner, spare wheel and triangles.

Vehicle specifications:

The full specifications of the vehicles, and accessories offered shall be attached to the quotation document. Expected fuel usage in urban driving conditions would be preferred.

Replacement vehicle:

If required, a replacement vehicle will be supplied by the successful bidder if the offered vehicles is not deliver as per the quotation contract period, or when, due to mechanical or other fault of the manufacturer or service provider causing inoperativeness of the vehicles for more than 7 (seven) consecutive days, at no extra cost to the Stellenbosch Municipality. Replacement vehicles cost shall not be included in the quotation.

Does your offer comply with these specifications?

Indicate YES or NO

ANNEXURE A

Vehicle support supplier	Make	Model	Year	Fuel type	Engine cc	Km reading	Insurance value





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MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Contractor.....	FQ/SM Number: FQ 123/17
Closing Time :11H00	Closing Date: 01 November 2016

OFFER TO BE VALID FOR 30 DAYS FROM THE CLOSING DATE OF OFFER

Services: Hire of five (5) light delivery vans, with canopies until 30 June 2017

PRICE SCHEDULE				
DESCRIPTION	Qty	Make and Model	Unit rate per vehicle per month	Amount (per month)
Hire of 5 x One Tonner, LWB, LDV, Diesel, 4x2 Single Cab, 2000cc, 5 speed manual transmission vehicles, with Canopies	5		R.....	R.....
Excess km's rate/Km (for evaluation purposes -300km)	5	Rate per km	Rate per vehicle per 300km	
		R.....	R.....	R.....
Sub Total Excl. VAT per month				R.....
14% VAT				R.....
Total Amount (VAT included) per month				R.....

Prices quoted must include delivery costs.

Delivery of vehicles shall be to the Area Cleaning Department, Beltana Depot, Helshoogte Road, Stellenbosch
DO NOT ADD VAT IF YOU ARE NOT VAT REGISTERED

Only firm Prices will be accepted

Stellenbosch Municipality reserve the right to downwards adjust the scope of work/ quantity required. (Specification attached)



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REQUEST FOR FORMAL QUOTATIONS

FQ/SM 123/17 HIRE OF FIVE (5) LDV VEHICLES WITH CANOPIES, UNTIL 30 JUNE 2017

Notice is hereby given that quotations are invited from suitably qualified and appropriately registered service providers for hiring of five (5) light delivery vans, with canopies until 30 June 2017.

No Formal Quotation will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD) and on the Stellenbosch Municipality's Supplier Database (SMSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on SMSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

The tender document is available free of charge on our website at www.stellenbosch.gov.za, however a non-refundable deposit of R50.00 per document is payable to the Stellenbosch Municipality if collecting a hard copy, during office hours, from The Supply Chain Management Unit, Stellenbosch Municipality, 1st Floor, Room no.121, Plein Street, Stellenbosch.

Sealed quotations endorsed with the corresponding description, "FQ 123/17: "HIRING OF FIVE (5) LDV VEHICLES" must be placed in the bid box at the Stellenbosch Municipality, Plein Street, Stellenbosch before or on **01 November 2016 at 11:00**.

Any specification enquiries can be directed to Melissa Nel at 021 808 8297 or 082 453 9089 or melissa.nel@stellenbosch.gov.za and for administration enquiries, it can be directed to Rodney Looks, Supply Chain Management Unit at 021 808 8978.

The bid box is accessible 24 hours a day and bids must be accompanied by the complete set of documents. Bids not accompanied by the complete bid document, will not be considered. Late, electronic format or faxed bids will not be considered and the Municipality does not bind itself to accept the lowest, part of or any bid.

Bids will be evaluated in accordance with the Supply Chain Management Policy of the Stellenbosch Municipality and the Preferential Procurement Policy Framework Act and the Preferential Procurement regulations, 2011. The 80/20 points system will be applicable.

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE	100

Acting Municipal Manager
Stellenbosch Municipality
19 October 2016

Formal Quotation: SPECIFICATIONS

**Hire of 5 x 1 ton long wheel base bakkie with canopy
(single cab) for the duration of 6 months.**

1. Hire of 5 x 1 ton long wheel base bakkie (Toyota) to the department Area Cleaning for the duration of 12 months.
2. Vehicles to be serviced on regular basis by the service provider
3. Vehicle's licence to be valid / roadworthy.
4. Type of fuel: Diesel
5. Drivers will be provided by the Area Cleaning department
- *6. Include additional 300 kilometres in quote – per month per vehicle
7. When vehicle is serviced by the service provider, a replacement bakkie needs to be provided for the service period at no additional costs.
8. Bakkie needs to be equipped with a towbar.
9. Vehicle will be insured by the Stellenbosch Municipality for the duration of the rental period.
10. Fuel will be provided by the Stellenbosch Municipality for the contract period.
11. Service provider to send monthly invoices to Area.Cleaning@stellenbosch.gov.za

Contact person: Melissa Nel
Department: Area Cleaning

Non compliance to specification will invalidate your quote:
Does offer comply with specification? YES/NO (encircle)

**Please Note: Stellenbosch Municipality reserve the right to downward adjust
the scope of work/
quantity required to stay within its budgetary constraints.**



Stellenbosch M... Joomla!

System - Users - Menus - Content - Components - Extensions - Help - Edit document

Save Save & Close + Save & New Cancel

http://www.stellenboschmunicipality.gov.za/... Stellenbosch Municipality - ...

Details

Title: **Alias:**

File settings: **Local:** **Upload:**

Category:

Description

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Creating status: 01 November 2015 at 11:00

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Status:

Date:

Start publishing on:

Stop publishing on:

Permissions

Access: inherit from selected category

This document can be viewed by:

01:34 PM 2015/11/02 Joomla! 3.6.2 - © 2015 Stellenbosch Municipality

Scm Contract

From: Scm Contract
Sent: 20 October 2016 11:25 AM
To: Thato Rubusha
Cc: Vernon Bowers
Subject: Advertise
Attachments: FQ123 17 Hiring of 5 LDV Vehicles With Canopies.pdf

Morning Thato,

Please advertised FQ123/17 Hiring of 5 LDV Vehicles with Canopies on the Website.

Kind regards,

Rodney loeks
Financial Services

T: +27 21 808 8978 • F: +27 21 886 6903

71 Plein Street, Stellenbosch, 7600 • PO Box 17, Stellenbosch, 7599 www.stellenbosch.gov.za



AFFIDAVIT

NAME AND SURNAME: _____ Roman Willlam Szymonowicz _____

GENDER: M

ID No: _____ 5211195725187 _____ LANGUAGE: _____ English _____

HOME ADDRESS _____ Apartment 63 , The President , Alexander Road , Bantry Bay , 8001 _____

TEL NR: _____

WORK ADDRESS: _____ 3rd Floor , Sanclare Building , Claremont _____

TEL NR: _____ 021 - 671 1769 _____

I declare that


- I do not have property registered in my name with Stellenbosch Municipality and/or any other municipality for services/ rates etc.
- That I do not have any municipal account that is in arrears to my knowledge.
- That all my municipal accounts are paid in full.
- That all agreements entered into, to pay back the amounts that are in arrears are honoured monthly.
- That all my municipal accounts are not in arrears for more than 90 days.

I KNOW AND UNDERSTAND THE CONTENTS OF THIS STATEMENT
 I HAVE NO OBJECTION TO TAKING THE PRESCRIBED OATH
 I CONSIDER THE PRESCRIBED OATH TO BE BINDING ON MY CONSCIENCE

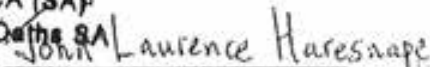


 SIGNATURE OF DEPONENT


I CERTIFY THAT THE ABOVE MENTIONED STATEMENT WAS TAKEN BY ME AND THAT THE DEPONENT HAS ACKNOWLEDGED THAT HE/SHE KNOWS AND UNDERSTANDS THE CONTENTS OF THE STATEMENT. THIS STATEMENT HAS BEEN SIGNED AND SWORN TO ON MY PRESENCE AT STELLENBOSCH ON _____ 28th September 2016 _____



 SIGNATURE (COMMISSIONER)
COMMISSIONER OF OATHS
 John Haresnape CA (SA)
 Commissioner of Oaths SA
 15 Agric Street
 Western Province ~~FWA~~ NAME AND SURNAME
 CAPE TOWN



 JOHN LAURENCE HARESNAPE



AFFIDAVIT

NAME AND SURNAME: JOHN HACHEMUTH

GENDER: M F

ID No: 6104275025082

LANGUAGE: ENGLISH

HOME ADDRESS 86 MAIN STREET

NEWLANDS

TEL NR: 083 6100 900

WORK ADDRESS: 3RD FLOOR, SYNCHARE BUILDING, CHARMONT

TEL NR: 021 - 6711769

I declare that

- I do not have property registered in my name with Stellenbosch Municipality and/or any other municipality for services/ rates etc.
- That I do not have any municipal account that is in arrears to my knowledge.
- That all my municipal accounts are paid in full.
- That all agreements entered into, to pay back the amounts that are in arrears are honoured monthly.
- That all my municipal accounts are not in arrears for more than 90 days.

I KNOW AND UNDERSTAND THE CONTENTS OF THIS STATEMENT
 I HAVE NO OBJECTION TO TAKING THE PRESCRIBED OATH
 I CONSIDER THE PRESCRIBED OATH TO BE BINDING ON MY CONSCIENCE



 SIGNATURE OF DEPONENT

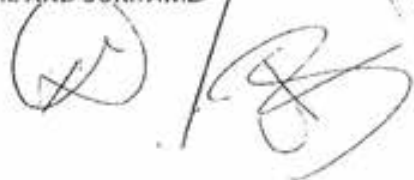
I CERTIFY THAT THE ABOVE MENTIONED STATEMENT WAS TAKEN BY ME AND THAT THE DEPONENT HAS ACKNOWLEDGED THAT HE/SHE KNOWS AND UNDERSTANDS THE CONTENTS OF THE STATEMENT. THIS STATEMENT HAS BEEN SIGNED AND SWORN TO ON MY PRESENCE AT STELLENBOSCH ON 22nd September 2016



 SIGNATURE (COMMISSIONER)

COMMISSIONER OF OATHS
 John Harsenape CA (SA)
 Commissioner of Oaths SA
 15 Agric Street
 Western Province Park
 CAPE TOWN

John Laurence Harsenape
 FULL NAME AND SURNAME







Civic Centre
12 Hertzog Boulevard 8001
PO Box 655 Cape Town 8000
VAT Registration number
4500193497

Tax invoice number 202006799539
Customer VAT registration number
Account number 202770974
Distribution code
Business partner number 1001410914

020077097405692018

MRS RB MAY
2 SUDDIE CLOSE
SWAANSWYK
7945

Tax Invoice

Tel: 086 010 3089 - Fax: 086 010 3090
Tel: international calls +27 21 401 4701
E-mail: accounts@capetown.gov.za
Correspondence : Director Revenue
PO Box 655 Cape Town 8000
Web address: www.capetown.gov.za

Account summary as at 05/09/2016

Due date 30/09/2016

At 009717000 CON/2 SUDDIE CLOSE TOKAL / Erf 9717

Previous account balance		21350.55
Less payments (31/08/2016)	Thank You	21350.55-
(a)		0.00
Latest account - see overleaf		19454.75
Current amount due (b)	Payable by 30/09/2016	19454.75
	Total (a) + (b)	19454.75
Total (a) + (b) above		19454.75
Total liability		19454.75

To receive this municipal account via e-mail SMS your account number and e-mail address to 31223. Standard SMS rates apply

HOW CAN WE MAKE THIS GREAT CITY EVEN GREATER? Tell us what your Cape Town needs by going to MyCapeTownNeeds.co.za or by dialling *198*633* and let's continue making progress possible together.

Please note:

- Payment options
(a) Cheques: (i) Made payable to the City of Cape Town. (ii) Limit of R500 000.00. (iii) Post-dated cheques are not acceptable.
(b) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (c) Internet payments: Visit Easypay.co.za or payCity.co.za.
(d) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference. (e) Direct deposit at ABSA Bank: Please insert your account no. 202770974 on deposit slip.
(f) Cash, debit and credit card: The City will recover the bank cost on a cash, debit and/or credit card payment on the amount above R5 000 per transaction per account number. The City absorbs such costs in respect of single payments of R5 000 and below.
- Interest will be charged on all amounts still outstanding after the due date.
- You may not withhold payment, even if you have submitted a query to the City concerning this account.
- Failure to pay could result in your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed. A disconnection fee will be charged and your deposit amount might be increased.

Pay points: City of Cape Town cash offices or the vendors below:



MRS RB MAY



>>>> 915552027709743

Account number	202770974
Amount due if not paid in cash	19454.75
Amount due if paid in cash	19454.70
	0.05

Rounded down amount carried forward to next invoice



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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT
Department: Community Services
Departement: Gemeenskapsdienste

ANNEXURE D:

Quotations for damages for the hired vehicles of AAD Car and Track Rental CC

P.O. Box 13239
 Mowbray 7705
 E-mail: info@cabs.co.za
 Internet: www.cabs.co.za



AAD Car & Truck Hire (Pty) Ltd
 trading as

VAT NO: 4030150082

Head office: 14 Montreal Drive, Airport Industria. CT. 7525. Tel: 021 386 5500, Fax: 021 385 1110, A/h Cell: 082 707 8071

QUOTATION


DATE: 05-07-2017

DESCRIPTION	QTY	PARTS	LABOUR	PAINT	STRIP/ASSEMBLE
REPAIR & SPRAY TAILGATE			1500.00	850.00	
TOTALS			1500.00	850.00	

VEHICLE: FORD
 MODEL: RANGER
 COLOUR: WHITE
 REG NO: CA972 STS
 VIN NO: _____
 KMS: _____

PARTS: R
 LABOUR: R 1500.00
 PAINT: R 850.00
 S/A: R

TOTAL: R 2350.00
 VAT: R 329.00

SIGN: 
 DATE: 05-07-2017

GRAND TOTAL: R 2679.00

THIS QUOTE IS VALID FOR 14 DAYS ONLY AND SUBJECT TO UNFORSEEN DAMAGES.

R.W. SZYMONOWICZ*, D.W. MAY (MANAGING DIRECTOR), M.B. ROSEWITZ, J. LACHENICHT, J. HARENSAPE
 *BRITISH
 Reg No: 1995/002686/07





CABS CAR & TRUCK HIRE

Customers Appreciate Better Service

Tel: 021 386 5500 / 082 707 8071 (A/Hr)

www.v.cabscarhire.com



CA 972-575

P.O. Box 13239
 Mowbray 7705
 E-mail: info@cabs.co.za
 Internet: www.cabs.co.za



VAT NO: 4030150082

Head office: 14 Montreal Drive, Airport Industria. CT. 7525. Tel: 021 386 5500, Fax: 021 385 1110, A/h Cell: 082 707 8071

QUOTATION

DATE: 05-07-2017

DESCRIPTION	QTY	PARTS	LABOUR	PAINT	STRIP/ASSEMBLE
REPLACE JACK		845.57			
REPLACE TOOLKIT		521.73			
EXT. JACK HANDLE		119.81			
PULL BULL-BAR & REPAIR BUMPER			1800.00	350.00	
CANOPY 4S WINDOWS		2150.00	150.00		
CANOPY 4S WINDOWS		2150.00	150.00		
TOTALS		5793.11	2100.00	350.00	

VEHICLE: TOYOTA
 MODEL: HILUX
 COLOUR: WHITE
 REG NO: CAB18048
 VIN NO:
 KMS:

PARTS: R 5793.11
 LABOUR: R 2100.00
 PAINT: R 350.00
 S/A: R

TOTAL: R 8243.11
 VAT: R 1154.04

SIGN:
 DATE: 05-07-2017

GRAND TOTAL: R 9397.15

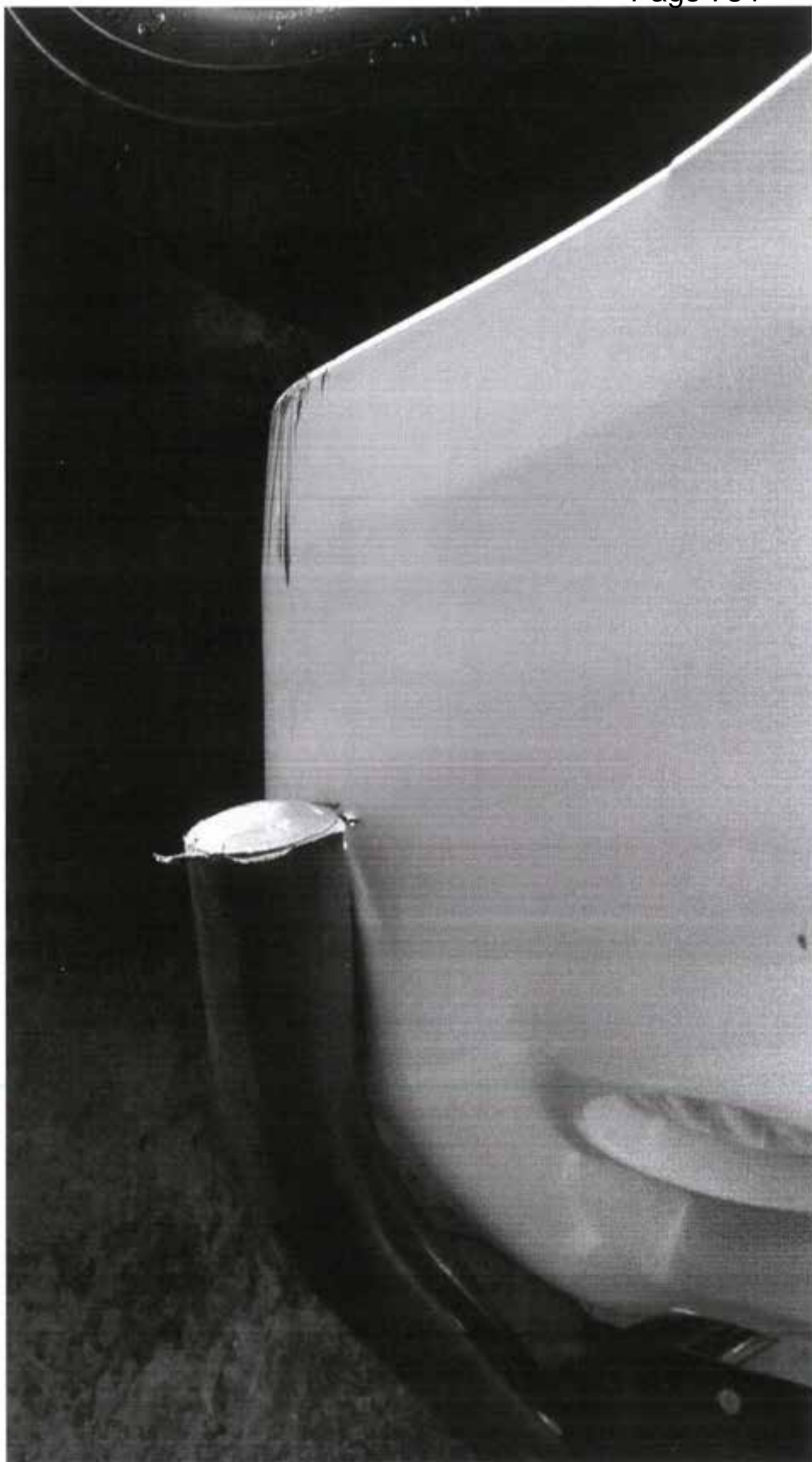
THIS QUOTE IS VALID FOR 14 DAYS ONLY AND SUBJECT TO UNFORSEEN DAMAGES.

R.W. SZYMONOWICZ*, D.W. MAY (MANAGING DIRECTOR), M.B. ROSEWITZ, J. LACHENICHT, J. HARESNAPE
 *BRITISH
 Reg No: 1995/002686/07











CABS CAR & TRUCK HIRE

Customers Appreciate Better Service

Tel: 021 386 5500 / 082 707 8071 (A/Hr)

www.cabs.co.za

CA 818-048



P.O. Box 13239
Mowbray 7705
E-mail: info@cabs.co.za
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VAT NO: 4030150082

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QUOTATION


DATE: 05-07-2017

DESCRIPTION	QTY	PARTS	LABOUR	PAINT	STRIP/ASSEMBLE
REPLACE WINDSCREEN		1 053.00	250.00		
REPLACE TAIL-LIGHT		440.00	250.00		
REPLACE LH BODY SKINS		3 200.00	1 500.00	2 000.00	
REPLACE CANOPY WINDOW		1 200.00	150.00		
TOTALS		5 893.00	2 150.00	2 000.00	

VEHICLE:	TOYOTA
MODEL:	HILUX
COLOUR:	WHITE
REG NO:	CA955 824
VIN NO:	
KMS:	

PARTS:	R 5 893.00
LABOUR:	R 2 150.00
PAINT:	R 2 000.00
S/A:	R

TOTAL:	R 10 043.00
VAT:	R 1 406.02

SIGN: 

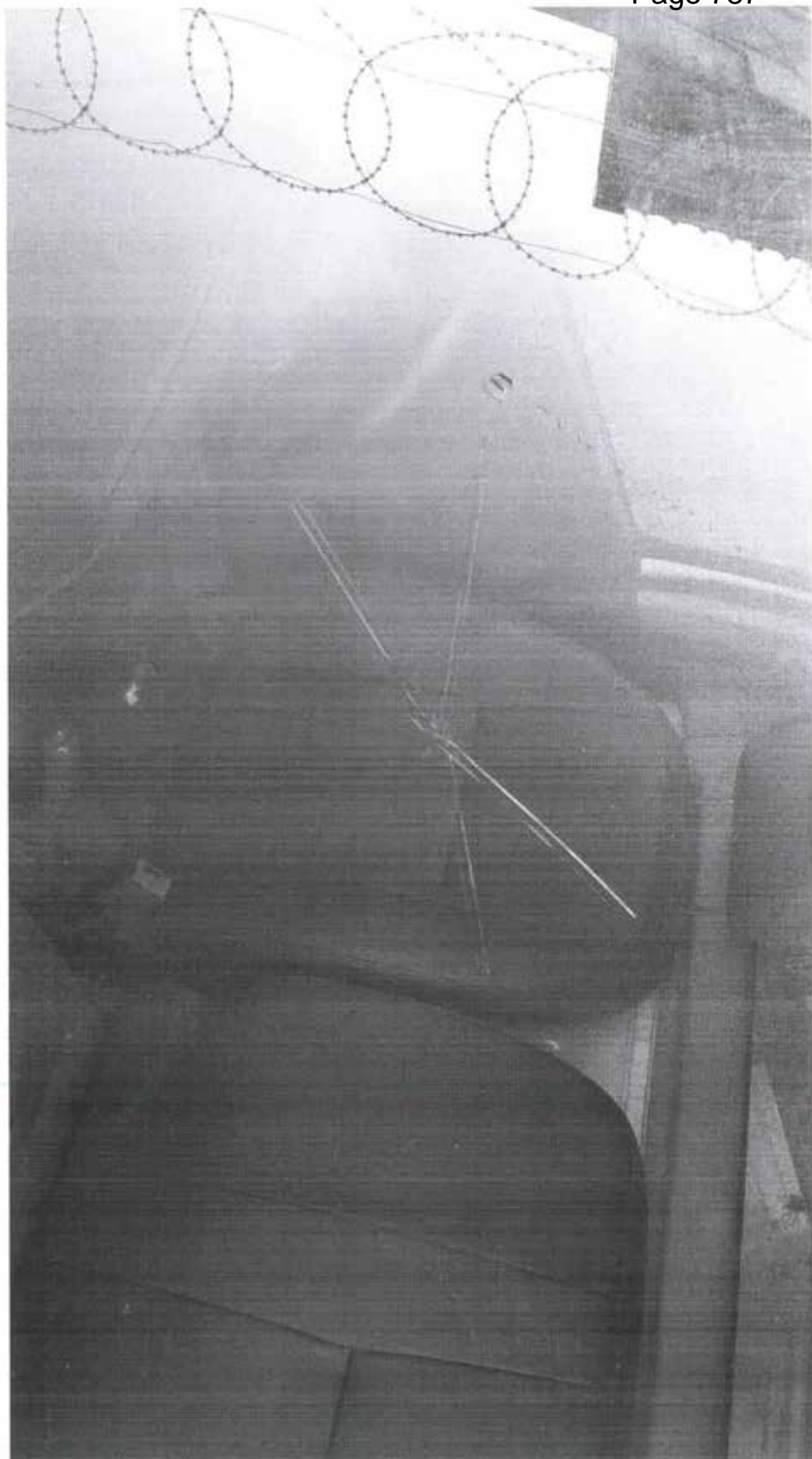
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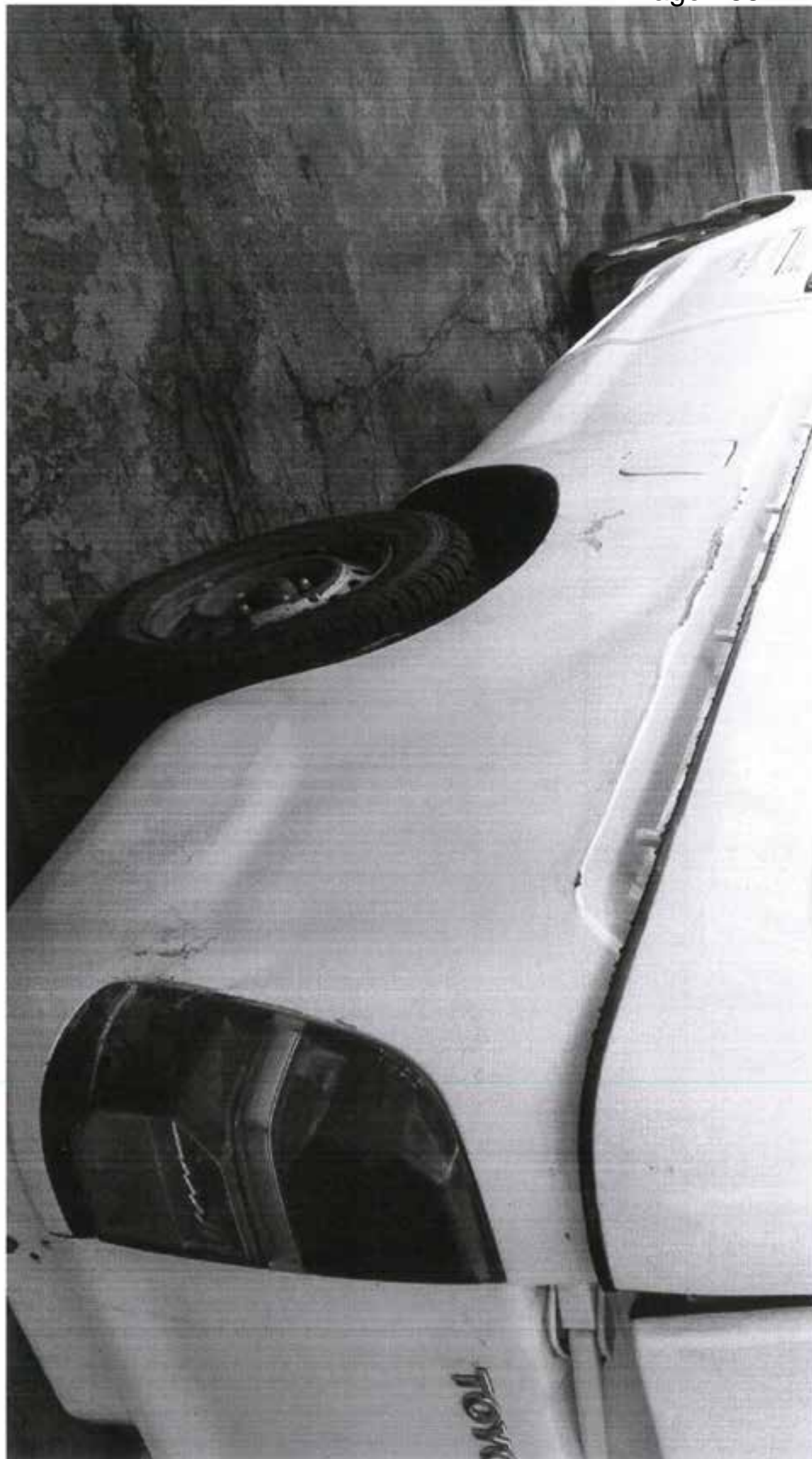
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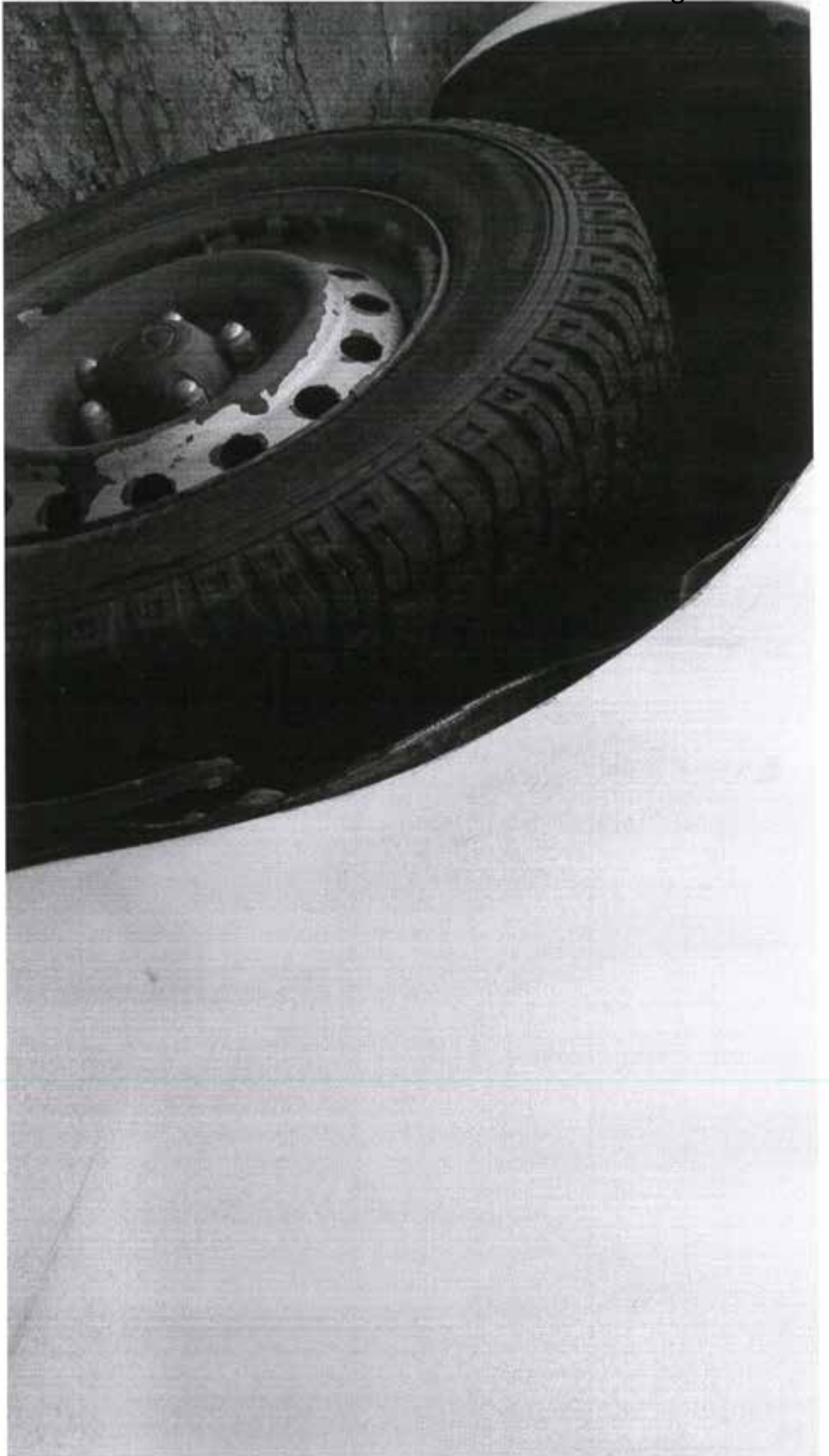
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*BRITISH
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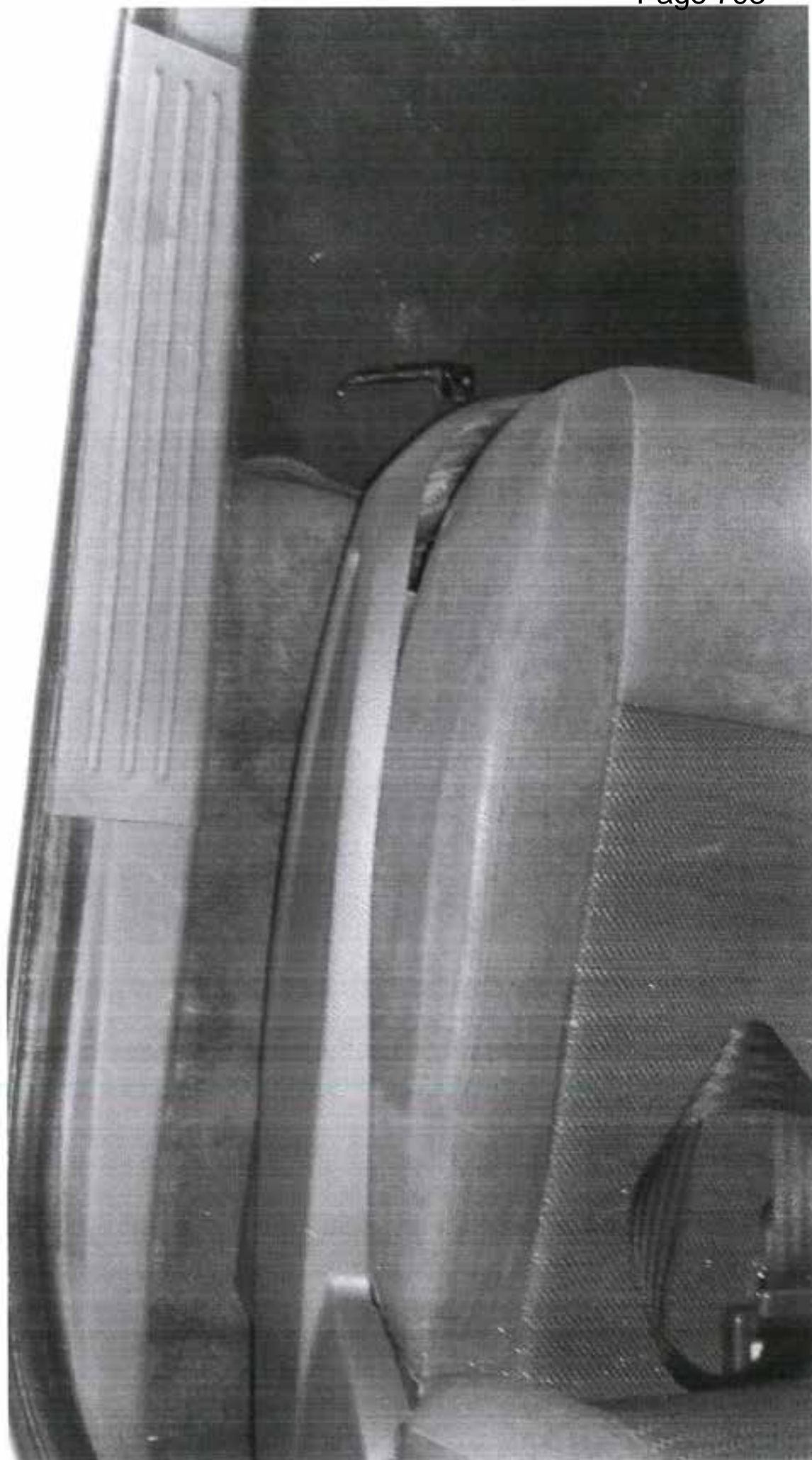
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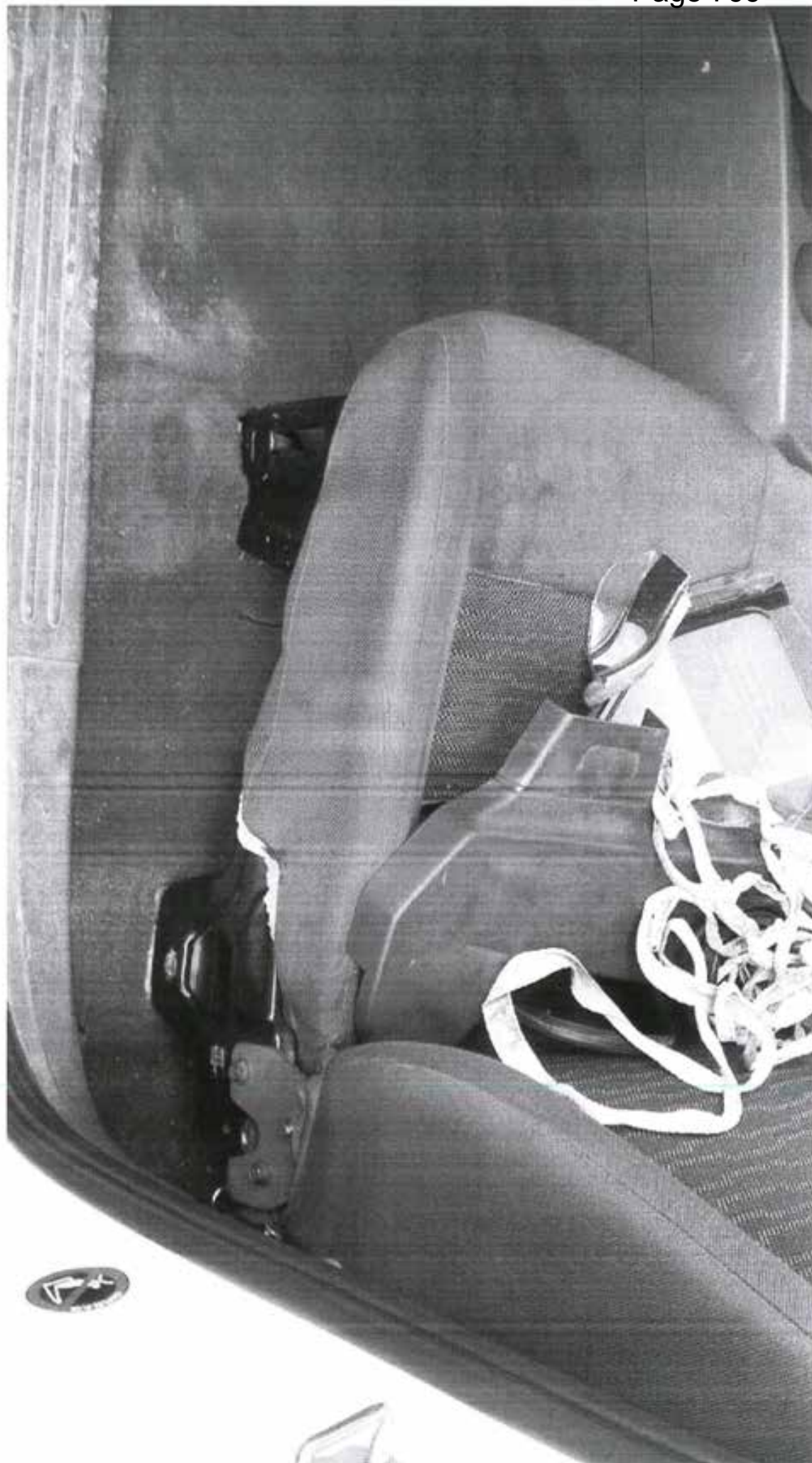


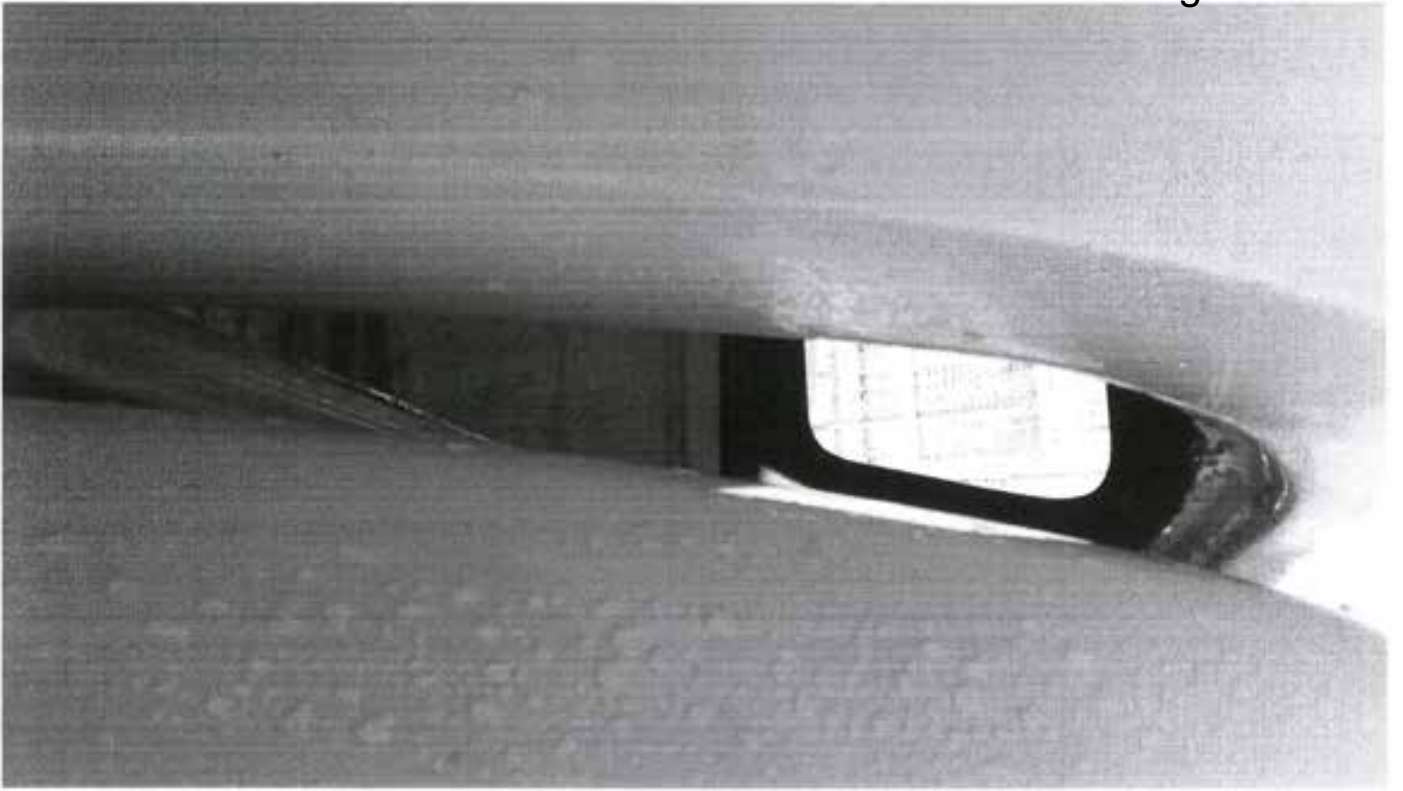


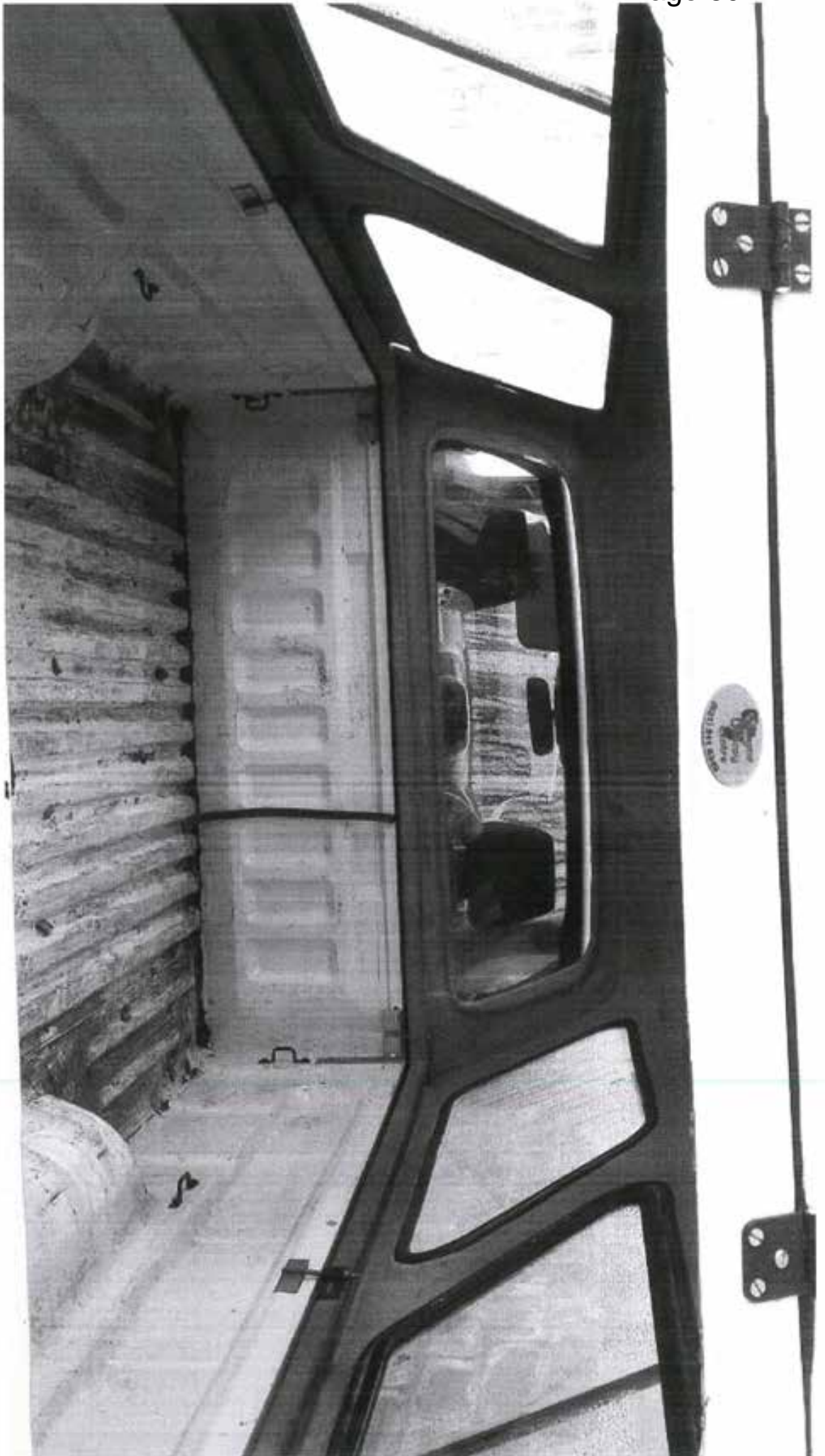


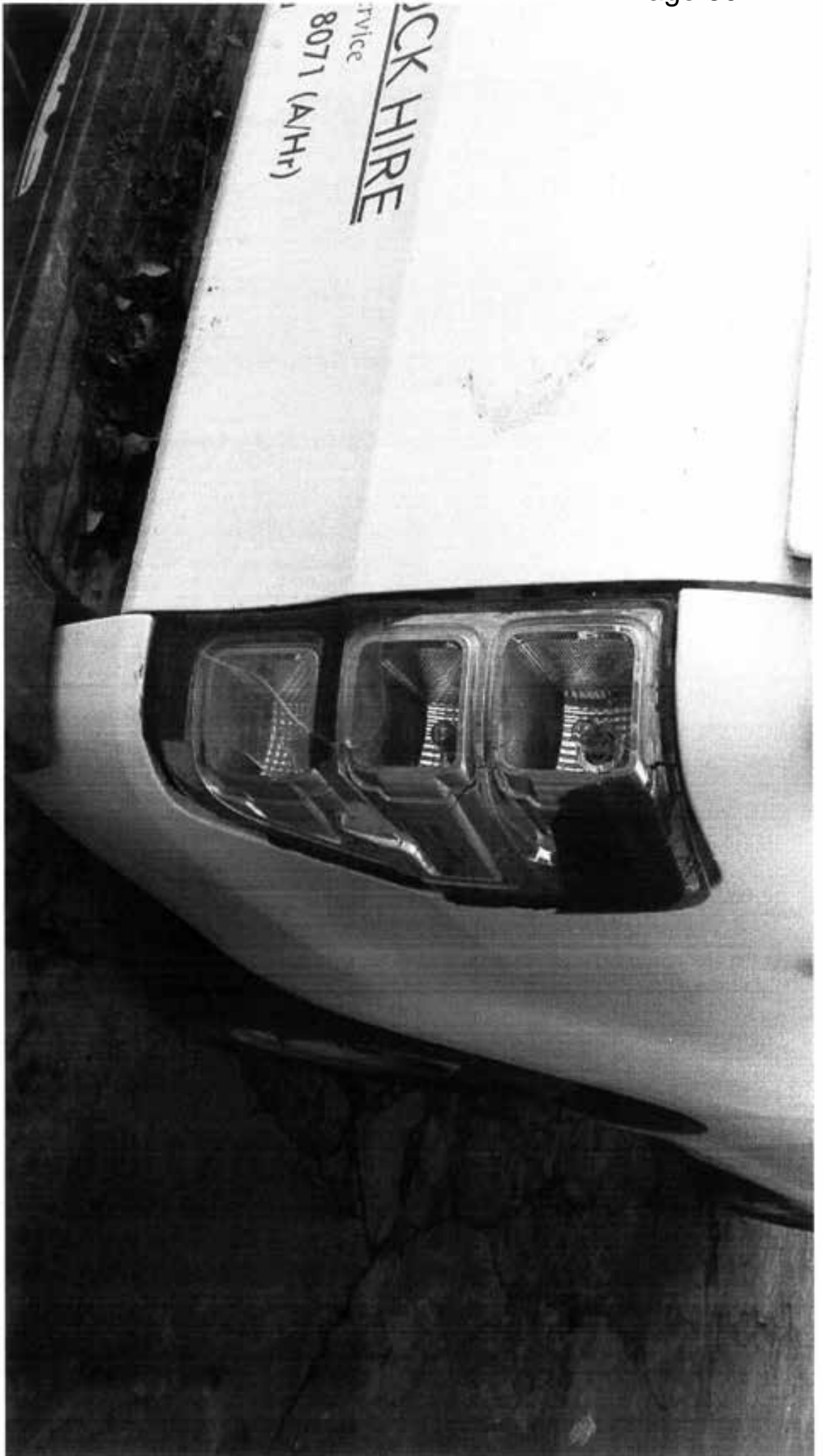












8.2	OFFICE OF THE MUNICIPAL MANAGER
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8.2.1	APPROVAL – MAYORAL FUND APPLICATION
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Collaborator No: 5/15
IDP KPA Ref No: N/A
Meeting Date: 29 November 2017

1. SUBJECT: APPROVAL – MAYORAL FUND APPLICATION

2. PURPOSE

To obtain Council's approval for the donation application received by the Office of the Municipal Manager from Groendal Primary School on 1 November 2017.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

An application for donation from the Mayoral Fund was received by the Office of the Municipal Manager on 1 November 2017, original application was submitted to Councillor Wilhelmina Petersen on 28 September 2017.

Council approved the new guidelines for the use of the Mayoral Fund on 25 October 2017. It is herewith requested that Council approve the payment of the application, as applicable to the revised Fund guidelines.

5. RECOMMENDATION

That approval be granted for the amount of R2 500 to be paid to Groendal Primary School for the application of donation from the Mayoral Fund.

6. DISCUSSION / CONTENTS

6.1 Background

Council approved the revision of the Stellenbosch Municipal Relief and Charitable or Trust Fund (The Mayoral Fund) on 25 October 2017.

Groendal Primary submitted an application for donation for Oliver Philander, Braeden Hoffman and Jatian Arriensen who were chosen to be part of the Boland Central Rugby Team. The guidelines were explained to the applicants and they were informed that Council will review the guidelines in order to provide for this donation. The school then, on the basis of the explanation, secured alternative funding for this, with the understanding that the municipality will reimburse this once the guidelines have been amended.

As a result of this, said team went on tour to Gauteng on 28 September 2017 – 7 October 2017. The donation application for all three learners was R2 500.

6.2 Discussion

Based on the background provided above, the application for donation for Oliver Philander, Braeden Hoffman and Jatian Arriensen who were chosen to be part of the Boland Central Rugby Team is hereby submitted in terms of the revised guidelines.

6.3. Financial Implications

This report has the following financial implications:

- (i) The total cost applied for amounts to R2 500 to be paid from the Mayoral Fund (Operational budget).
- (ii) Sufficient funds are available in the Mayoral Fund to cater for this expense.

6.4 Legal Implications

The recommendations in this report comply with Council's policies and all applicable legislation.

6.5 Staff Implications

This report has no staff implications to the Municipality.

6.6 Previous / Relevant Council Resolutions:

The 35th Council meeting held on 2015-10-28, Item 7.12;

The 13th Council meeting held on 2017-10-25, Item 7.10.1

6.7 Risk Implications

This report has no risk implications for the Municipality.

6.8 Comments from Senior Management:**6.8.1 Chief Financial Officer:**

Agree with the recommendations.

6.8.2 Municipal Manager:

The Municipality strives to support all educational institutions in the Stellenbosch area to enable all learners to excel in their respective fields. The recommendation is therefore supported.

ANNEXURES

Application for donation from Groendal Primary is available on request.

FOR FURTHER DETAILS CONTACT:

NAME	Rozanne Pietersen
POSITION	Senior Administrative Officer
DIRECTORATE	Municipal Manager
CONTACT NUMBERS	021 808 8049
E-MAIL ADDRESS	Rozanne.pietersen@stellenbosch.gov.za
REPORT DATE	13 November 2017

8.2.2	SCHEDULE OF MEETINGS OF COUNCIL, MAYORAL COMMITTEE, STANDING COMMITTEES AND OTHER COMMITTEES OF COUNCIL FOR THE 2018 CALENDAR YEAR
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1. PURPOSE

To obtain Council's approval of the schedule of proposed meetings of Council, Mayoral Committee, Standing Committees and other Committees of Council for the 2018 calendar year.

2. DELEGATED AUTHORITY

In terms of the Local Government: Municipal Systems Act, 32 of 2000, Section 19, read together with the Stellenbosch Municipality Rules of Order By-Law (Rule 6), the final decision-making authority for the Council meeting dates is the Municipal Council.

3. EXECUTIVE SUMMARY

The application for approval of the annual schedule of meetings is submitted in the interest of good governance and effective service delivery. Besides complying with legislated requirements, an annual calendar of meetings will enable Council and councillors to adequately plan their events, engagements and community activities.

Publishing the approved schedule of meetings for Council in the media and on the municipal website, creates an awareness of, and is conducive to, a healthy culture of public involvement and participation in Council business.

Council meetings are only scheduled on average, for every second month (i.e. 7 meetings for the 2018 calendar year) to reduce costs especially as Council is only obliged to meet every quarter to deal with those matters not delegated by Council.

4. RECOMMENDED

- (a) that the schedule of proposed meeting dates for Council, Mayoral Committee, Standing Committees and other committees of Council for the 2018 calendar year (attached as **APPENDIX 1**), be approved; and
- (b) that the Municipal Manager be mandated to give notice to the public of the time, date and venue of said Council meetings in compliance with Section 19 of the Local Government: Municipal Systems Act, 32 of 2000.

5. DISCUSSION

5.1 Background

Council approved the Stellenbosch Municipality Rules of Order By-Law that mandates the Speaker to inform all Councillors of the dates of Council meetings, and to publish same for public notice.

These Rules of Order also apply to all committees of Council. It is prudent to publish the entire year's schedule of meetings in order to facilitate effective planning.

The pattern used for setting up the monthly cycle of dates is as follows: the Mayco meeting is on the 2nd Wednesday of the month, and Council meets every 4th Wednesday of those months that a meeting is scheduled. Since Section 80 committees are established to assist the Executive Mayor in the daily performance and exercise of statutory and delegated functions and powers, the Section 80 committees will only meet after a referral has been made by the Executive Mayor to the relevant member of the Mayoral Committee. Notwithstanding, for the sake of good governance and proper order, meeting dates are provisionally scheduled for all of the Section 80 committees although they may not necessarily convene on those dates.

The draft schedule of meetings, attached as **APPENDIX 1**, proposes the meeting dates and times of Council, the Mayoral Committee, Section 80 (Standing) Committees, and other Statutory Committees of Council.

Council meetings are only scheduled on average, for every second month (i.e. 7 meetings for the 2018 calendar year) to reduce costs especially as Council is only obliged to meet every quarter to deal with those matters not delegated by Council.

5.2 Financial Implications

The financial implications that are attached to the meetings are budgeted for and approved annually with the approved and/or adjustment budget.

5.3 Legal Implications

Section 19 of the Local Government: Municipal Systems Act, 32 of 2000 stipulates that:

“The municipal manager of a municipality must give notice to the public, in a manner determined by the municipal council, of the time, date and venue of every -

- (a) *ordinary meeting of the council; and*
- (b) *special or urgent meeting of the council, except when time constraints make this impossible.”*

Furthermore, Stellenbosch Municipality Rules of Order By-Law states, in Rule 6, that:

“6.1 The Speaker must determine the date, time and venue of meetings of the Municipal Council, and must ensure that such meetings take place at least quarterly.

6.2 A separate Special Meeting of Council shall be called to approve the Annual Budget”.

The recommendations in this report comply with Council's policies and all applicable legislation, notably the Local Government: Municipal Systems Act; and the Stellenbosch Municipality Rules of Order By-Law.

This item does not require public participation.

5.4 Staff Implications

No additional staff would be required. The staff complement on the approved structure will ensure that the committee system runs smoothly.

5.5 Previous / Relevant Resolutions

The Stellenbosch Council customarily approves the ensuing year's meeting schedule before the end of each calendar year.

5.6 Risk Implications

Should a Council meeting not take place at least once every quarter, the Municipality will not comply with legislation and will not be able to approve the Budget, IDP and other functions that are the Council competency alone. The recommendations are set to ensure that the risks are mitigated.

5.7 COMMENTS FROM SENIOR MANAGEMENT**5.7.1 Municipal Manager**

The item and recommendations are supported.

5.7.2 CFO

The meetings will be budgeted for as indicated.

5.7.3 Other Directors

The recommendations are supported.

ANNEXURES**Annexure A: Schedule of proposed meeting dates****FOR FURTHER DETAILS CONTACT:**

NAME	A M C DE BEER
POSITION	DIRECTOR: CORPORATE AND STRATEGIC SERVICES
DIRECTORATE	CORPORATE AND STRATEGIC SERVICES
CONTACT NUMBERS	021 - 8088018
E-MAIL ADDRESS	Annalene.deBeer@stellenbosch.gov.za
REPORT DATE	20 November 2017

SCHEDULE OF COUNCIL & COMMITTEE MEETINGS FOR 2018:

DATE	DAY	MEETING	TIME
JANUARY			
17 January	Wednesday	Mayoral Committee	10:00
24 January	Wednesday	COUNCIL <i>Adjustments Budget; Section 52 Budget Report; Section 72 Mid-Year Report – Section 71 and 72 reporting; – Annual Report</i>	10:00
29 January	Monday	Local Labour Forum (LLF)	14:00
FEBRUARY			
01 February	Thursday	Youth, Sport & Culture	10:00
01 February	Thursday	Infrastructure Services	14:00
05 February	Monday	Corporate & Strategic Services	15:00
06 February	Tuesday	Community Development & Community Services	10:00
06 February	Tuesday	Economic Development & Planning Services	14:00
07 February	Wednesday	Human Settlements	10:00
07 February	Wednesday	Protection Services	14:00
13 February	Tuesday	Financial Services	14:00
14 February	Wednesday	Mayoral Committee	10:00
20 February	Tuesday	Municipal Public Accounts Committee (MPAC)	14:00
26 February	Monday	Local Labour Forum (LLF)	14:00
MARCH			
01 March	Thursday	Youth, Sport & Culture	10:00
01 March	Thursday	Infrastructure Services	14:00
05 March	Monday	Corporate & Strategic Services	15:00
06 March	Tuesday	Community Development & Community Services	10:00
06 March	Tuesday	Economic Development & Planning Services	14:00
07 March	Wednesday	Human Settlements	10:00
07 March	Wednesday	Protection Services	14:00
13 March	Tuesday	Financial Services	14:00
14 March	Wednesday	Mayoral Committee	10:00
20 March	Tuesday	Municipal Public Accounts Committee (MPAC)	14:00
WEDNESDAY 21 MARCH: HUMAN RIGHTS DAY			

SCHEDULE OF COUNCIL & COMMITTEE MEETINGS FOR 2018:

26 March	Monday	Local Labour Forum (LLF)	14:00
28 March	Wednesday	COUNCIL <i>Draft Budget and IDP and SDBIP</i>	10:00
FRIDAY 30 MARCH: GOOD FRIDAY			
MONDAY 02 APRIL: FAMILY DAY			
03 April	Tuesday	Community Development & Community Services	10:00
03 April	Tuesday	Economic Development & Planning Services	14:00
04 April	Wednesday	Human Settlements	10:00
04 April	Wednesday	Protection Services	15:00
05 April	Thursday	Youth, Sport & Culture	10:00
05 April	Thursday	Infrastructure Services	14:00
09 April	Monday	Corporate & Strategic Services	15:00
10 April	Tuesday	Financial Services	14:00
11 April	Wednesday	Mayoral Committee	10:00
17 April	Tuesday	Municipal Public Accounts Committee (MPAC)	14:00
FRIDAY 27 APRIL: FREEDOM DAY			
30 April	Monday	Local Labour Forum (LLF)	14:00
TUESDAY 01 MAY: WORKERS' DAY			
02 May	Wednesday	Human Settlements	10:00
02 May	Wednesday	Protection Services	15:00
03 May	Thursday	Youth, Sport & Culture	10:00
03 May	Thursday	Infrastructure Services	14:00
07 May	Monday	Corporate & Strategic Services	15:00
08 May	Tuesday	Community Development & Community Services	10:00
08 May	Tuesday	Economic Development & Planning Services	14:00
09 May	Wednesday	Mayoral Committee	10:00
15 May	Tuesday	Municipal Public Accounts Committee (MPAC)	14:00
15 May	Tuesday	Financial Services	15:00
23 May	Wednesday	COUNCIL Approval of budget and IDP and related documents	10:00
28 May	Monday	Local Labour Forum (LLF)	14:00

SCHEDULE OF COUNCIL & COMMITTEE MEETINGS FOR 2018:

JUNE			
04 June	Monday	Corporate & Strategic Services	15:00
05 June	Tuesday	Community Development & Community Services	10:00
05 June	Tuesday	Economic Development & Planning Services	14:00
06 June	Wednesday	Human Settlements	10:00
06 June	Wednesday	Protection Services	15:00
07 June	Thursday	Youth, Sport & Culture	10:00
07 June	Thursday	Infrastructure Services	14:00
12 June	Tuesday	Financial Services	14:00
13 June	Wednesday	Mayoral Committee	10:00
SATURDAY 16 JUNE: YOUTH DAY			
19 June	Tuesday	Municipal Public Accounts Committee (MPAC)	14:00
25 June	Monday	Local Labour Forum (LLF)	14:00
JULY			
02 July	Monday	Corporate & Strategic Services	15:00
03 July	Tuesday	Community Development & Community Services	10:00
03 July	Tuesday	Economic Development & Planning Services	14:00
04 July	Wednesday	Human Settlements	10:00
04 July	Wednesday	Protection Services	15:00
05 July	Thursday	Youth, Sport & Culture	10:00
05 July	Thursday	Infrastructure Services	14:00
10 July	Tuesday	Financial Services	14:00
11 July	Wednesday	Mayoral Committee	10:00
17 July	Tuesday	Municipal Public Accounts Committee (MPAC)	14:00
25 July	Wednesday	COUNCIL Submit quarterly Section 52 Report for period ending 30 June on implementation of budget and financial state of affairs	10:00
30 July	Monday	Local Labour Forum (LLF)	14:00

SCHEDULE OF COUNCIL & COMMITTEE MEETINGS FOR 2018:

AUGUST			
01 August	Wednesday	Human Settlements	10:00
01 August	Wednesday	Protection Services	15:00
02 August	Thursday	Youth, Sport & Culture	10:00
02 August	Thursday	Infrastructure Services	14:00
06 August	Monday	Corporate & Strategic Services	15:00
07 August	Tuesday	Community Development & Community Services	10:00
07 August	Tuesday	Economic Development & Planning Services	14:00
08 August	Wednesday	Mayoral Committee	10:00
THURSDAY 09 AUGUST: WOMEN'S DAY			
14 August	Tuesday	Municipal Public Accounts Committee (MPAC)	14:00
14 August	Tuesday	Financial Services	15:00
22 August	Wednesday	COUNCIL Budget and IDP time schedule (Process Plan)	10:00
27 August	Monday	Local Labour Forum (LLF)	14:00
SEPTEMBER			
03 September	Monday	Corporate & Strategic Services	15:00
04 September	Tuesday	Community Development & Community Services	10:00
04 September	Tuesday	Economic Development & Planning Services	14:00
05 September	Wednesday	Human Settlements	10:00
05 September	Wednesday	Protection Services	15:00
06 September	Thursday	Youth, Sport & Culture	10:00
06 September	Thursday	Infrastructure Services	14:00
11 September	Tuesday	Financial Services	14:00
12 September	Wednesday	Mayoral Committee	10:00
17 September	Monday	Local Labour Forum (LLF)	14:00
18 September	Tuesday	Municipal Public Accounts Committee (MPAC)	14:00
MONDAY 24 SEPTEMBER: HERITAGE DAY			

SCHEDULE OF COUNCIL & COMMITTEE MEETINGS FOR 2018:

OCTOBER			
01 October	Monday	Corporate & Strategic Services	15:00
02 October	Tuesday	Community Development & Community Services	10:00
02 October	Tuesday	Economic Development & Planning Services	14:00
03 October	Wednesday	Human Settlements	10:00
03 October	Wednesday	Protection Services	15:00
04 October	Thursday	Youth, Sport & Culture	10:00
04 October	Thursday	Infrastructure Services	14:00
09 October	Tuesday	Financial Services	14:00
10 October	Wednesday	Mayoral Committee	10:00
16 October	Tuesday	Municipal Public Accounts Committee (MPAC)	14:00
24 October	Wednesday	COUNCIL Quarterly report: (Section 52) implementation of budget	10:00
29 October	Monday	Local Labour Forum (LLF)	14:00
NOVEMBER			
01 November	Thursday	Youth, Sport & Culture	10:00
01 November	Thursday	Infrastructure Services	14:00
05 November	Monday	Corporate & Strategic Services	15:00
06 November	Tuesday	Community Development & Community Services	10:00
06 November	Tuesday	Economic Development & Planning Services	14:00
07 November	Wednesday	Human Settlements	10:00
07 November	Wednesday	Protection Services	15:00
13 November	Tuesday	Financial Services	14:00
14 November	Wednesday	Mayoral Committee	10:00
20 November	Tuesday	Municipal Public Accounts Committee (MPAC)	14:00
26 November	Monday	Local Labour Forum (LLF)	14:00
28 November	Wednesday	COUNCIL	10:00

8.2.3	OFFICE CLOSURE ON 22 AND 29 DECEMBER 2017
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Collaborator No:

IDP KPA Ref No: Good Governance

Meeting Date: 29 November 2017

1. SUBJECT: OFFICE CLOSURE ON 22 AND 29 DECEMBER 2017

2. PURPOSE

To obtain Council's approval for the early closure of offices on 22 and 29 December 2017.

3. DELEGATED AUTHORITY

Council

4. EXECUTIVE SUMMARY

Council does not close our offices to the public during the Festive season, and all Directorates are obliged to have minimum staff levels available over the festive season to ensure service delivery. It is however requested that the offices close early on the Fridays before the Christmas- and New Year weekends. This is traditionally very quiet times and it will enable employees who want to drive to be with loved ones a little more time to get to their destinations.

5. RECOMMENDATIONS

- (a) that approval be given that all offices close at 12h00 on 22 and 29 December 2017;
- (b) that the public be informed of the early closure of the offices; and
- (c) that the Municipal Manager and Directors ensure that the normal arrangements for standby for essential services are in place during the festive season.

6. DISCUSSION / CONTENTS

6.1 Background

Council approved the closure of offices over the festive season in 2012. The practise to close offices over the festive season has since then not been repeated, and it is management's view that offices must remain open to the public even during the festive season.

6.2 Discussion

Council does not close our offices to the public during the Festive season anymore, and all Directorates are obliged to have minimum staff levels available over the festive season to ensure service delivery. It is however requested that the offices close early on the two Fridays before the Christmas- and New Year weekends. These are traditionally very quiet times and it will enable employees who want to drive to be with loved ones a little more time to get to their destinations.

6.3 Financial Implications

Members of the public can still buy electricity and pay accounts at other vendors and it is unlikely that the two afternoons are the only time that members of the public will have to be able to resolve issues with the Municipality and where they have to come to the offices to do so.

6.4 Legal Implications

The recommendations in this report comply with Council's policies and all applicable legislation.

6.5 Staff Implications

It will allow staff to have more time to reach their destinations.

6.6 Previous / Relevant Council Resolutions

29 November 2012

6.7 Risk Implications

This report has no risk implications for the Municipality.

6.8 Comments from Senior Management:

The matter was discussed at the Management meeting and all Directors and The Municipal Manager support the recommendations.

ANNEXURES

None

FOR FURTHER DETAILS CONTACT:

NAME	Annalene de Beer
POSITION	<i>Director: Corporate and Strategic Services</i>
DIRECTORATE	<i>Corporate and Strategic Services</i>
CONTACT NUMBERS	<i>021 808 8018</i>
E-MAIL ADDRESS	<i>Annalene.deBeer@ Stellenbosch.gov.za</i>
REPORT DATE	<i>21 November 2017</i>

DIRECTOR: CORPORATE AND STRATEGIC SERVICES

The contents of this report have been discussed with the Portfolio Committee Chairperson and the Councillor agrees with the recommendations.

8.2.4	REPEAL OF COUNCIL RESOLUTION IN REGARD TO ADDITIONAL DAY'S LEAVE TO STAFF
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Collaborator No:

IDP KPA Ref No:

Meeting Date:

Good Governance

29 November 2017

1. SUBJECT: REPEAL OF COUNCIL RESOLUTION IN REGARD TO ADDITIONAL DAY'S LEAVE TO STAFF

2. PURPOSE

To inform Council that the current implementation of the Executive Committee decision dated 10/12/2002 is in contravention of the SALGBC Main Collective Agreement and the Western Cape Conditions of Service, and has to be repealed. The rights provided for in the resolution lapsed on 31 December 2005 already.

3. DELEGATED AUTHORITY

The provision of leave and Special leave forms part of the Conditions of Service negotiated on National and Provincial level within the SALGBC and where the employer is represented by SALGA. Section 71 of the Municipal Systems Act binds Council to the provisions of the Collective Agreements reached in the SALGBC unless the Municipality has requested and received exemption from a specific provision in the Collective Agreement.

4. EXECUTIVE SUMMARY

The Executive Committee resolved on 10 December 2002 to *"approve over and above the statutory holidays depicted in Schedule one(1) of the Act additional day leave for every employee in its service to be taken with the approval of his/her Departmental Manager"*. This provision was applicable within a calendar year.

The Act proclaiming public holiday does not provide authority to a Municipality to proclaim any additional public holiday. Conditions of Service for staff members are regulated through various pieces of legislation. The Basic Conditions of Employment Act, the Local Government Systems Act, 32/2000 and the SALGBC collective agreements reached.

The main Collective Agreement provides for the amount of annual leave, sick leave and family responsibility leave which employees may/must get, and the Collective Agreement on Conditions of Service for the Western Cape Division deals with Special leave. Special leave has been divided into various sections, none of which refers to an additional leave day for Religious leave.

The current Main Collective Agreement came into operation on 1 July 2015, and the Western Cape Division agreement on 1 April 2016. The first Main Collective Agreement came into operation on 1 January 2004 and provided in clause 5 of the agreement that – "all existing conditions of service referred to herein that are more favourableshall continue in force until 31 December 2005". The decision taken in 2002 therefore ended in 2005, and from the 2006 calendar year employees should not have been allowed to take the additional day's leave as annual leave was one of the aspects addressed in the 2004 agreement. The additional day was nothing else than an additional day's leave as the reference to religious holiday was taken away, and as such, the "better condition" has lapsed on 31 December 2005.

To ensure that no further expectations are left, the resolution of 10 December 2002 should be repealed despite the fact that the rights have lapsed in 2005 already.

5. RECOMMENDATIONS

- (a) that the Executive Committee resolution dated 10 December 2002, be repealed;
- (b) that it be confirmed that the right to the additional leave day has lapsed in 2005 in terms of the Main Collective Agreement; and
- (c) that the practise to approve an additional leave day be stopped.

6. DISCUSSION / CONTENTS

6.1 Background

The Executive Committee approved an additional leave day for the employees of Stellenbosch Municipality in a calendar year from 1 December 2002.

6.2 Discussion

The Executive Committee resolved on 10 December 2002 to *“approve over and above the statutory holidays depicted in Schedule one(1) of the Act additional day leave for every employee in its service to be taken with the approval of his/her Departmental Manager”*. This provision was applicable within a calendar year.

The Act proclaiming public holiday does not provide authority to a Municipality to proclaim any additional public holiday. Conditions of Service for staff members are regulated through various pieces of legislation. The Basic Conditions of Employment Act, 75/1997 determines minimum conditions which may be varied, inter alia, through collective agreements. Section 71 of the Local Government Systems Act, 32/2000 provides that the Municipality is bound by the collective agreements reached in the SALGBC.

The main Collective Agreement provides for the amount of annual leave, sick leave and family responsibility leave which employees may/must get, and the Collective Agreement on Conditions of Service for the Western Cape Division deals with Special leave. Special leave has been divided into various sections, none of which refers to an additional leave day for Religious leave.

The current Main Collective Agreement came into operation on 1 July 2015, and the Western Cape Division agreement on 1 April 2016. The first Main Collective Agreement came into operation on 1 January 2004 and provided in clause 5 of the agreement that – *“all existing conditions of service referred to herein that are more favourableshall continue in force until 31 December 2005”*. The decision taken in 2002 therefore ended in 2005, and from the 2006 calendar year employees should not have been allowed to take the additional day’s leave as annual leave was one of the aspects addressed in the 2004 agreement. The additional day was nothing else than an additional day’s leave as the reference to religious holiday was taken away, and as such, the “better condition” has lapsed on 31 December 2005.

To ensure that no further expectations are left, the resolution of 10 December 2002 should be repealed despite the fact that the rights have lapsed in 2005 already.

6.3 Financial Implications

An additional day’s leave based on the calculations of the 2016/17 financial year costs the municipality R1 631 206. This excludes any overtime and time off that might flow from the resulting day’s leave.

6.4 Legal Implications

The current Main Collective Agreement came into operation on 1 July 2015, and the Western Cape Division agreement on 1 April 2016. The first Main Collective Agreement came into operation on 1 January 2004 and provided in clause 5 of the agreement that – “*all existing conditions of service referred to herein that are more favourableshall continue in force until 31 December 2005*”. The decision taken in 2002 therefore ended in 2005, and from the 2006 calendar year employees should not have been allowed to take the additional day's leave as annual leave was one of the aspects addressed in the 2004 agreement. The additional day was nothing else than an additional day's leave as the reference to religious holiday was taken away, and as such, the “better condition” has lapsed on 31 December 2005.

The current practise to provide an additional leave day under the 2002 resolution is in contravention of the Collective agreements and the Local Government Systems Act.

6.5 Staff Implications

Staff will not get an additional leave day, something they have not been entitled to in terms of the Collective Agreement since 31 December 2005.

6.6 Previous / Relevant Council Resolutions:

10 December 2002.

6.7 Risk Implications

The current practise to provide an additional leave day under the 2002 resolution is in contravention of the Collective agreements and the Local Government Systems Act.

6.8 Comments from Senior Management:

The matter was discussed at the Management meeting and all Directors and the Municipal Manager support the recommendations.

ANNEXURES

- Annexure A: Executive Committee resolution dated 10 December 2002
 Annexure B: Collective Agreement on Conditions of Service (2004).
 Annexure C: Main Collective Agreement (2015)
 Annexure D: Conditions of Service Collective Agreement (Western Cape Division) (2016)

FOR FURTHER DETAILS CONTACT:

NAME	Annalene de Beer
POSITION	Director: Corporate and Strategic Services
DIRECTORATE	Corporate and Strategic Services
CONTACT NUMBERS	021 808 8018
E-MAIL ADDRESS	Annalene.deBeer@ Stellenbosch.gov.za
REPORT DATE	21 November 2017

DIRECTOR: CORPORATE AND STRATEGIC SERVICES

The contents of this report have been discussed with the Executive Mayor.

1019

56.

MINUTES EXECUTIVE COMMITTEE MEETING 2002-12-10

4.2.9 PUBLIC HOLIDAYS VIS RELIGIOUS HOLIDAYS (1/2/1/2/14)

Report by the Manager: Corporate Services

All employees are in terms of Section 18 of the Basic Conditions of Employment Act (Act nr 75/1997) entitled to the following statutory holidays as depicted in Annexure 1 of the Public Holidays Act (nr 35/1994) i.e.

New Year's Day	1 January
Human Rights Day	21 March
Good Friday	Friday before Easter Sunday
Family Day	Monday after Easter Sunday
Freedom Day	27 April
Workers Day	1 May
Youth Day	18 June
National Women's Day	9 August
Heritage Day	24 September
Day of Reconciliation	18 December
Christmas Day	25 December
Day of Goodwill	26 December

Section 2(2) of the aforementioned Act stipulates that "(2) Notwithstanding the provisions of Subsection (1), any public holiday shall be exchangeable for any other day which is fixed by agreement or agreed to between an employer and employee".

In order to entertain requests from personnel of different religious beliefs for (a) religious holiday(s) of their own choice, it is

RECOMMENDED

First option

- (a) that Council approve over and above the statutory holidays depicted in Schedule 1 of the Act, one (1) additional day leave for every employee in its service to be taken with the approval of his/her Departmental Manager as a religious holiday;
- (b) that should an employee want to make use of such a holiday the normal application procedure will apply;
- (c) that the extra day as described in (a) above, be taken within a calendar year (January until December) and if not taken, such day be forfeited; or

57.

MINUTES EXECUTIVE COMMITTEE MEETING 2002-12-10

Second option

- (a) that in terms of Section 2(2) of the aforementioned Act quoted above, Council approve:
 - (i) the principle that any employee in its service has the option and right to exchange any one (1) or two (2) of the following public holidays for a recognized religious holiday(s) of his/her own preference:

- Human Rights Day	21 March
- Freedom Day	27 April
- Workers Day	1 May
- Youth Day	18 June
- National Women's Day	9 August
- Heritage Day	24 September

provided that, should an employee wants to make use of the above-mentioned provision the normal application procedure will apply;
 - (ii) that, should it not be practically possible for the applicant to work on the public holiday, for which the other day of his choice was taken such employee must apply for normal leave for such a day.

COMMENTS BY THE MUNICIPAL MANAGER

Due to the difficult operational implementation of the second option it is, therefore,

RECOMMENDED

that the first option be approved.

EXECUTIVE COMMITTEE MEETING : 2002-12-10 ITEM 4.2.9

RESOLVED (nem con)

- (a) that the above-mentioned recommendation be approved, but that the words "as a religious holiday" be deleted in (a); and
- (b) that this decision be implemented retrospective from 2002-12-01.

(-PC)

SCHEDULE

**THE SOUTH AFRICAN LOCAL GOVERNMENT
BARGAINING COUNCIL**

(Hereinafter referred to as "the Council")

**COLLECTIVE AGREEMENT ON
CONDITIONS OF SERVICE**

In accordance with the provisions of the Labour Relations Act, 1995 made and entered into by and between the: -

SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION

(Hereinafter referred to as "SALGA" The Employers' Organisation)

and

INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION

(Hereinafter referred to as "IMATU")

and

SOUTH AFRICAN MUNICIPAL WORKERS' UNION

(Hereinafter referred to as "SAMWU")

(IMATU and SAMWU will together be referred to as the "Trade Unions")

1. SCOPE OF AGREEMENT

- 1.1 This agreement shall apply to all employees and employers who fall within the registered scope of the Council in the Republic of South Africa.
- 1.2 Clauses 4.1 and 14.4 shall not apply to non-parties.
- 1.3 Clause 6.1 shall not apply to Senior Management; security, traffic, fire and emergency services personnel; and employees working less than 24 hours per month.

2. DEFINITIONS

- 2.1 All expressions used in this agreement which are defined in the Labour Relations Act, 1995, shall bear the same meaning as in the act and unless the contrary intention appears.
- 2.2 Words importing the masculine gender shall include the feminine.
- 2.3 All references to days shall be to working days.
- 2.4 An annual leave cycle means the period of twelve (12) months employment with the same employer immediately following an employee's commencement of employment or following the completion of that employee's existing leave cycle.

- 2.5 Senior Management shall be those employees employed as a municipal manager, deputy municipal manager, executive director, head of department, deputy head of department, director or such post as determined by the relevant Division of the Council.
- 2.6 Medical practitioners shall mean all practitioners as defined by the Health Professionals Council of South Africa (Medical and Dental Practitioners).
- 2.7 A Division of the Council shall be the following regional structures:
- 2.7.1 Cape Metropolitan;
 - 2.7.2 Eastern Cape;
 - 2.7.3 eThekweni Metropolitan;
 - 2.7.4 Free State;
 - 2.7.5 Gauteng;
 - 2.7.6 Johannesburg Metropolitan;
 - 2.7.7 KwaZulu-Natal;
 - 2.7.8 Limpopo;
 - 2.7.9 Mpumalanga;
 - 2.7.10 Northern Cape;
 - 2.7.11 North-West;
 - 2.7.12 Tshwane Metropolitan;
 - 2.7.13 Western Cape.

3. OBJECTIVES

- 3.1 To establish common and uniform conditions of service for employees within the registered scope of the Council, and to replace all existing conditions of service referred to herein.

4. PERIOD OF OPERATION

- 4.1 This agreement shall come into operation in respect of the parties to the agreement on 1 January 2004 and shall terminate on 31 December 2006.
- 4.2 This agreement shall come into operation in respect of non-parties on the date to be determined by the Minister of Labour and shall terminate on 31 December 2006.

5. EXISTING CONDITIONS OF SERVICE

- 5.1 All existing conditions of service referred to herein that are more favourable to employees than those provided in terms of this agreement shall continue in force until 31 December 2005 and shall terminate on that date.

6. HOURS OF WORK

- 6.1 All employees are required to work a 40-hour working week.

7.4 Leave accumulated subsequent to 1 January 2004 may be accumulated to a maximum of forty-eight (48) days inclusive of those days referred to in clause 7.3.3.

7.5 Any leave in excess of forty-eight (48) days may be encashed should the employee be unable to take such leave as a result of operational requirements. If, despite, being afforded an opportunity to take leave, an employee fails, refuses or neglects to take the remaining leave due to him during this period, such remaining leave shall fall away.

7.6 In the event of the termination of service, an employee shall be paid his leave entitlement calculated in terms of the relevant provisions of the Basic Conditions of Employment Act, 1997.

8 SICK LEAVE

8.1 An employer shall grant an employee eighty (80) days sick leave in a three (3) year leave cycle.

8.2 The employer shall require a medical certificate from a registered medical practitioner if more than two (2) consecutive days are taken as sick leave.

8.3 The employer is further not required to pay an employee if an employee is absent on more than two occasions during an eight-week period, and on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

- 6.2 The determination of hours of work for uniform staff, specifically those excluded in clause 1.3 above, is delegated to be dealt with and finalized in the Divisions of the Council.

7. ANNUAL LEAVE

- 7.1 An employer shall grant an employee the following annual leave in a leave cycle:

- 7.1.1 Twenty-four (24) days for a five- (5) day worker; and
7.1.2 Twenty-seven (27) days for a six- (6) day worker.

- 7.2 An employee is required to take leave within each leave cycle as follows:

- 7.2.1 A five- (5) day worker shall take a minimum of sixteen (16) days leave; and
7.2.2 A six- (6) day worker shall take a minimum of nineteen (19) days leave.

- 7.3 All leave accrued as at 31 December 2003 shall be dealt with as follows:

- 7.3.1 The value of such accrued leave shall be determined at the rate of pay as at 31 December 2003.
7.3.2 Employees shall either take or encash such leave within a period of two (2) years calculated from 1 January 2004.
7.3.3 Notwithstanding the provisions of clause 7.3.2 above, an employee is entitled to retain a maximum of forty-eight (48) days of accrued leave.



**SOUTH AFRICAN LOCAL GOVERNMENT
BARGAINING COUNCIL**

(hereinafter referred to as "the Council")

MAIN COLLECTIVE AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1995 made and entered into by and between the:-

SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION

(hereinafter referred to as "SALGA")

and

INDEPENDENT MUNICIPAL AND ALLIED TRADE UNION

(hereinafter referred to as "IMATU")

and

SOUTH AFRICAN MUNICIPAL WORKERS' UNION

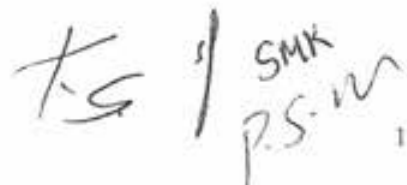
(hereinafter referred to as "SAMWU")

(IMATU and SAMWU will together be referred to as the "Trade Unions")

X.S. *3/ SHK
P.S.M.*

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 T.S. / SMK
 P.S. 12/11/15

SECTION A: APPLICATION

1. SCOPE OF APPLICATION

- 1.1 The terms of this agreement shall be observed in the Local Government Undertaking in the Republic of South Africa by all employers and by all employees who fall within the scope of the Council.

2. EXCLUSION FROM COLLECTIVE AGREEMENT

- 2.1 Municipal Managers and persons appointed as Managers directly accountable to Municipal Managers in terms of Section 56 and Section 57 of the Municipal Systems Act, 32 of 2000 shall, subject to any provisions of the Municipal Systems Act, 32 of 2000 as amended and its regulations, be excluded from this agreement except for the following provisions :

- 2.1.1 Section C, Clause 11;
 2.1.2 Section C, Clause 14;
 2.1.3 Section D, Clause 16; and
 2.1.4 Section D, Clause 17, where applicable.

3. PERIOD OF OPERATION

- 3.1 Notwithstanding the date of signature hereof, this Agreement shall come into operation in respect of the *Parties* to the Agreement, on 1 July 2015 and shall remain in force until 30 June 2020. Thereafter the Agreement shall continue indefinitely in respect of the *Parties* to the Agreement;
- 3.2 This Agreement shall come into operation in respect of non-parties (which includes, but is not limited to municipal entities as defined in the Municipal Systems Act, 32 of 2000), on a date to be determined by the Minister of Labour and shall remain in force until 30 June 2020; and after 30 June 2020 or such further period as determined by the Minister of Labour as requested by the *Parties*.

4. OBJECTIVES

- 4.1 To establish common and uniform conditions of service for employees covered by this agreement;
- 4.2 To establish common and uniform procedures for employer and employees covered by this agreement;
- 4.3 To endeavour to ensure effective and efficient employment relations that will enhance service delivery;
- 4.4 To promote fair treatment of employees;
- 4.5 To promote and maintain industrial peace; and
- 4.6 To replace all previous conditions of service relating to matters covered by this agreement and the conditions of service contained herein.

- 8.1.4 An employee must take annual leave not later than six months after the end of the annual leave cycle.
- 8.1.5 Annual leave shall only be accumulated to a maximum of forty-eight (48) working days.
- 8.1.6 Any leave in excess of forty-eight (48) working days may be encashed should the employee be unable to take such leave, despite applying and because the *employer* refused to grant him such leave, as a result of the *employer's* operational requirements. If, despite, being afforded an opportunity to take leave, an employee fails, refuses or neglects to take the remaining leave due to him during this period; such remaining leave shall fall away.
- 8.1.7 Within six months of the end of a leave cycle, an employee may not have more than 48 days annual leave to his credit.
- 8.1.8 In the event of the termination of service, an employee shall be paid his leave entitlement in terms of this agreement, calculated in terms of the relevant provisions of the Basic Conditions of Employment Act 75 of 1997, as amended.

8.2 SICK LEAVE

- 8.2.1 With effect from the new sick leave cycle, an *employer* shall grant an employee eighty 80 days sick leave in a three (3) year leave cycle, provided that in respect of new appointments an employee may not take more than 30 days sick leave in the first year of employment.
- 8.2.2 The employee shall be required to submit a medical certificate from a registered medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professions council established by an Act of Parliament, if more than two (2) consecutive days are taken as sick leave, provided that the employer may request a sick leave certificate for every day of sick leave where there is evidence of abuse of sick leave.
- 8.2.3 The *employer* is not required to pay an employee if an employee is absent on more than two occasions during an eight-week period, and on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

8.3 MATERNITY AND ADOPTION LEAVE

- 8.3.1 An employee, including an employee adopting a child under three (3) months, shall be entitled to receive three (3) months paid maternity or adoption leave with no limit to the number of confinements or adoptions. This leave provision shall also apply to an employee whose child is still-born.
- 8.3.2 Maternity leave may commence four (4) weeks before confinement.
- 8.3.3 To qualify for paid maternity leave, an employee must have one (1) year's continuous service with the *employer*.

Handwritten signatures and initials:
 T.S. P.S. 5 SMK

SECTION B: SUBSTANTIVE MATTERS

5. HOME OWNER'S ALLOWANCE

- 5.1 The Home Owners' Allowance shall be extended to all employees, subject to the requirements of the scheme, which provides for a subsidy in respect of a mortgage bond to a maximum amount, as agreed to by the parties from time to time during wage negotiations.

6. SEVERANCE PAY

- 6.1 An employee who is dismissed as a result of the *employer's* operational requirements will be entitled to a severance package of three (3) weeks remuneration for each completed year of service, capped to the equivalent of nine (9) months' pay, thereafter one week's pay for every completed year of service.

7. HOURS OF WORK

- 7.1 Employees, excluding temporary employees and those referred to in clauses 7.2 and 7.3 are required to work a 40 – hour working week.
- 7.2 The determination of hours of work for *Senior Management*, safety and security personnel, *emergency personnel*, and those employees working less than 24 hours per month, is delegated to be dealt with and finalized in the divisions of the *Council*.
- 7.3 The working hours of employees employed to work a part of a full day for example "5/8" shall remain unaffected by this agreement.
- 7.4 The working hours of *temporary* employees shall be as per their specific contracts of employment.

8. LEAVE

8.1 ANNUAL LEAVE

- 8.1.1 An employer shall grant an employee the following annual leave:
- 8.1.1.1 Twenty-four (24) working days for a five- (5) day worker, provided that the leave for an employee that works less than a 5 day week shall be calculated on a pro rata basis ; and
- 8.1.1.2 Twenty-seven (27) working days for a six- (6) day worker.
- 8.1.2 An employer must grant annual leave not later than six months after the end of the annual leave cycle.
- 8.1.3 An employee is required to take annual leave as follows:
- 8.1.3.1 A five- (5) day worker shall take a minimum of sixteen (16) working days leave; and
- 8.1.3.2 A six- (6) day worker shall take a minimum of nineteen (19) working days leave.

SECTION E: EXEMPTION FROM COLLECTIVE AGREEMENTS OF THE COUNCIL

18. EXEMPTIONS

- 18.1 Any Party or person bound by a collective agreement concluded under the auspices of the Council or which binds the Parties to the Council shall be entitled to apply for exemption from any provision of the said collective agreement.
- 18.2 All applications for exemption shall be made in writing on the prescribed form Annexure 10, obtained from the *Council*, setting out relevant information, including:
- 18.2.1 The provisions of the *agreement* in respect of which exemption is sought;
- 18.2.2 The number of persons in respect of whom the exemption is sought;
- 18.2.3 The reasons why the exemption is sought;
- 18.2.4 The nature and size of the business in respect of which the exemption is sought;
- 18.2.5 The duration and timeframe for which the exemption sought;
- 18.2.6 The business strategy and plan of the applicant seeking the exemption;
- 18.2.7 The applicant's past record (if applicable) of compliance with the provisions of the Collective Agreement, its amendments and exemptions certificate;
- 18.2.8 Confirmation that the trade union or workforce itself were advised of the exemption application at local level; and
- 18.2.9 Any other relevant supporting data and financial information the *Council* may prescribe from time to time.
- 18.3 An application for exemption from any provision of the collective agreement shall be lodged in writing on the prescribed form with the General Secretary of the *Council* and the applicant shall serve a copy of the application as follows:
- 18.3.1 In the case of a Trade Union or employee applying for exemption from collective agreement, submit a copy of the exemption application to SALGA and the relevant municipality affected by the application.
- 18.3.2 In the case of SALGA and/or a Municipality applying for exemption from a collective agreement, forward the exemption application to the national and local offices of IMATU and SAMWU.
- 18.4 The Parties referred to in clauses 18.3.1 and 18.3.2, as the case may be, shall be afforded ten (10) days to submit a response to the application for exemption to the General Secretary of the Council. The Party shall also be obliged to submit the response to the applicant for exemption.



**SOUTH AFRICAN LOCAL GOVERNMENT
BARGAINING COUNCIL**

WESTERN CAPE REGIONAL OFFICE

PO 19
SANLAMHOF
BELLVILLE
7532

7 De Villiers Street
Bellville
7530

Tel: (021) 917 1141
Fax: (021) 917 1145
E-mail: eloise@salgbc.org.za

Enquiries: Ms E. Roos

CIRCULAR: 02/2016 - WESTERN CAPE DIVISION

29 MARCH 2016

- TO: (A) THE MAYORS**
- (B) MANAGER OF MUNICIPALITIES AND DISTRICT MUNICIPALITIES**
- (C) CHAIRPERSONS OF IMATU AND SAMWU BRANCHES**
- (C) SECRETARIAT OF IMATU, SAMWU AND SALGA**

1. THE CONDITIONS OF SERVICE COLLECTIVE AGREEMENT OF THE WESTERN CAPE DIVISION

Attached please find the Conditions of Service Collective Agreement as concluded at the Bargaining Meeting of the Western Cape Division on 23 March 2016.

Please be advised that the agreement should be implemented on 1 April 2016.

Your co-operation is appreciated.

Yours faithfully

**MS W BRINK
REGIONAL SECRETARY**

2.

1. SCOPE OF AGREEMENT

- 1.1 This agreement shall apply to all employees and employers who fall within the scope of the Western Cape Division of the SALGBC in the Republic of South Africa.

2. DEFINITIONS

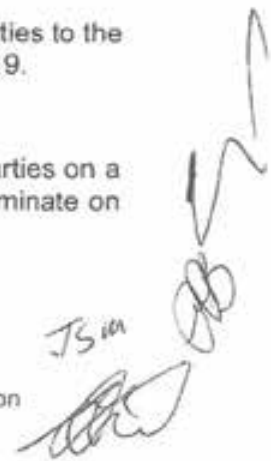
- 2.1 All expressions used in this agreement which are defined in the Labour Relations Act, 1995, shall have the same meaning as in the Act, unless the contrary intention is clear.
- 2.2 Words indicating the masculine gender shall include the feminine gender.
- 2.3 All references to days shall be to working days.
- 2.4 Special leave means the different categories of leave as listed under clause 5.
- 2.5 Definition of Registered Medical Practitioner – means a person entitled to practice as a medical practitioner in terms of section 17 of the Medical, Dental and Supplementary Health Services Professions Act, 1974 (Act No 56 of 1974).
- 2.6 Earnings threshold shall mean the top notch of the salary scale (T-grade) within which the Basic Conditions of Employment Act, 1997 earnings threshold determination falls, as amended from time to time.

3. OBJECTIVE

- 3.1 To establish common and uniform conditions of service as referred to herein for employees within the scope of the Division, and to replace all existing conditions of service referred to herein.

4. PERIOD OF OPERATION

- 4.1 This agreement shall come into operation in respect of the parties to the agreement on 1 April 2016 and shall terminate on 30 June 2019.
- 4.2 The agreement shall come into operation in respect of non-parties on a date to be determined by the Minister of Labour and shall terminate on 30 June 2019.

Handwritten signature and initials, including the name 'J. S. van' and a large stylized signature.

3.

5. SPECIAL LEAVE

5.1 Study Leave

- 5.1.1 Study leave shall be granted in accordance with Council policy. Where no policy exists study leave shall be granted by the Municipal Manager or his assignee, which approval shall not be unreasonably withheld.
- 5.1.2 Study leave shall be granted on the basis of one day paid special leave for each day that an employee writes an examination plus an equivalent amount of days for preparation for examination, subject to clause 5.1.3. When two subjects/modules are written on one day, study leave shall be granted on the basis of one day paid special leave for the day of the examination plus an equivalent amount of days for preparation per subject/module for preparation for that examination.
- 5.1.3 When an employee is required to write only one examination on one day in a calendar year, he shall be entitled to three days' special paid leave which shall include the day of examination.
- 5.1.4 The said leave for writing examinations in terms of clause 5.1.1 must be approved in advance by the Municipal Manager or his assignee, and the request for leave must be accompanied by the examination roster or sufficient proof of the examination being written.

5.2 Leave of absence for obligatory course/study requirements

- 5.2.1 The fields of study must be approved in advance in accordance with Council policy and must be in accordance with requirements of the curriculum of the approved course. Where no policy exists the fields of study must be approved in advance by the Municipal Manager or his assignee, which approval shall not be unreasonably withheld.
- 5.2.2 An employee attending a training or study course subject to Council policy shall be granted up to ten (10) days' and thereafter one (1) day's paid special leave for every day's leave taken by the employee.
- 5.2.3 Leave referred to in clauses 5.1 and 5.2 shall be granted for a maximum of twice per subject/module to allow for supplementary examinations.

5.2.4 Clause 5.2 does not apply to compulsory training initiated by the employer. An employee attending compulsory training initiated by the employer shall be granted paid special leave for the full duration of the obligatory attendance requirements.

5.3 To attend a court of law to give evidence on being summonsed as a witness

5.3.1 On receipt of a written subpoena, any employee who is summonsed to attend a Court of Law as a witness shall be granted paid special leave for the period of absence from duty, provided that a witness fee received, excluding a travel and subsistence allowance, shall be reimbursed or recovered from the employee whatever the case may be.

5.3.2 Any employee who is arrested and appears in court as a result of charges laid by his employer and who is later acquitted shall be granted paid special leave for the period of incarceration.

5.4 Sports participation

Any employee who is elected by a recognized sports association, which sports association must be recognized by the South African Sports Confederation and Olympic Committee (SASCOC), to:

5.4.1 Represent South Africa or the Province as participant in SASCOC recognized international or national sports competitions inside as well as outside the Republic of South Africa;

5.4.2 Accompany teams that will represent South Africa at SASCOC recognized international sports competitions inside as well as outside the Republic of South Africa as coach or manager;

5.4.3 Officiate at SASCOC recognized international sporting event where the employee represents South Africa and a National South African sports team participate;

Shall be granted paid special leave for the duration of the event for these purposes, subject to clause 5.8.4.

5.5 Quarantine and isolation under medical instructions

Where a registered medical practitioner has placed an employee under quarantine/in isolation in terms of the Public Health Act, 1977 (Act No 63 of 1977) or any regulations in force thereunder, such an employee shall be granted paid special leave, provided that the medical

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5.

certificate issued details the period of absence and the reason therefore.

5.6 Compensation for occupational injuries and diseases

Any employee who sustains an injury or contracts an illness in the course of his official duties such as to entitle the employee to compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, shall be granted paid special leave for the period of incapacitation.

5.7 Leave without pay

(Remuneration for this purpose as referred to in the Basic Conditions of Employment Act, 1997.)

Leave without pay as approved by the Municipal Manager or his assignee, which approval shall not be unreasonably withheld, shall be subject to the following conditions:

- 5.7.1 Leave without pay shall be granted only when all available vacation and/or sick leave has been exhausted.
- 5.7.2 For the period of leave without pay Council shall continue to make employer's contributions only to the employee's group life insurance scheme, pension and medical aid fund, provided that the employee also makes his contributions to the said funds, as well as any payment in terms of a collective agreement.

5.8 Application for Special Leave

- 5.8.1 Exigencies of the service must be taken into consideration.
- 5.8.2 Supporting documents must be provided with the application.
- 5.8.3 Application for special leave must be approved by the Municipal Manager or his assignee, shall be considered in a bona fide manner, and shall not be unreasonably refused.
- 5.8.4 Special leave shall not exceed 20 working days in a leave cycle; however, this limitation does not apply to clauses 5.5, 5.6 and 5.7.1.

Jsm
[Signature]
[Signature]

8.3	ECONOMIC DEVELOPMENT AND PLANNING: (PC: ALD JP SERDYN (MS))
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8.3.1	APPLICATION FOR A WAIVER FROM THE BY-LAW RELATING TO THE CONTROL OF BOUNDARY WALLS AND FENCES: ERF 654, FRANSCHHOEK
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1. PURPOSE OF REPORT

To enable Council to make an informed decision on the application to permit an existing boundary that deviate from the By-law relating to the control of boundary walls and fences. The application is **recommended for approval**.

2. BACKGROUND

There is no relevant background information that has a bearing on the current application.

3. APPLICATION FOR CONSIDERATION

Application is made for a waiver from the By-law relating to the control of boundary walls and fences, in order to permit an existing 1.8m high solid boundary wall on Erf 654, Akademie Street, Franschoek as per drawing No. 654-BW, dated 30 September 2016, by ZKA Architecture, attached as **APPENDIX 3**.

4. PROPERTY INFORMATION

Erf number	ERF 654, Franschoek
Location	The subject property is located in Franschoek on Akademie Street. (APPENDIX 2)
Zoning/Zoning Scheme	Single Residential/Franschoek Zoning Scheme
Current Land Use	Residential
Property size	767 m ²
Applicant	Zirk Kay\
NHRA Applicable	No
Title deed conditions	No

5. DISCUSSION

5.1 Legal Requirements

Applicable laws and ordinances:

- By-law Relating to the Control of Boundary Walls and Fences (30 October 2009).
- Franschoek Zoning Scheme

In the Single Residential zoning the following uses are permitted:

Normal Development	Special Development
• Dwelling house	Educational building Place of public worship

5.2 Public participation

The applicant submitted letters of no objection from the owners of erven 818, 864, 1286 and 50. A registered letter was sent to the owner of Erf 1206 and there was no

objection received (See **APPENDIX 4**). The application was also circulated to relevant internal departments. The application was not supported by the Building Development Management and Municipal Spatial, Heritage and Environment Section (See **APPENDIX 5 & 6**). A petition signed by the owners of Erven 875, 655, 1287, Re/57,864, 874 and 862 Franschhoek was received against the existing solid wall and dwelling house (See **APPENDIX 7**). Two of the property owners who signed the petition have since submitted a letter of no objection. Below is a summary of objections received:

ISSUES RAISED	APPLICANT'S RESPONSE	DEPARTMENTAL RESPONSE
The newly built walls with electric fencing appears to go against present regulations for high walls in Franschhoek and is highly offensive, reminiscent of German concentration camps and/or the excesses of Johannesburg security measures. The objector wants the fence to be in line with the regulation and the electric fence removed.	There are numerous examples of similar boundary walls in the area and in particular on Akademie street as well as double storey buildings. So it is not out of keeping with character of the area. The design of the front wall matches the plaster bands and architraves of the house, enhancing the look and feel of the house. The 5 surrounding neighbours did not object to the proposed boundary wall. The electric fence has also been removed.	The electric fence has since been removed. There are several properties with a solid boundary wall on Akademie Street including the adjoining property (Erf 818).
The existing house exceeds 30% coverage and is disproportionate for the size of the plot. The façade is totally out of keeping with the rest of the road and at least the addition of a Victorian type small roof over the front door would break the gross blockish facade the road. The house destroys the feeling of the neighbourhood. It appears that none of the neighbours affected by this building were ever consulted for opinions on the departure to exceed coverage.	Points 2 to 5 of the petition are not valid as the correct procedure was followed for the departure to exceed the coverage. When the petition was received, certain details of the house had not been completed yet. The house has since been improved to enhance the aesthetic look and feel of the house and soften the newness of the home. (See APPENDIX 8)	The application for departure to exceed permissible coverage from 30% to 50% was approved in august 2006. Registered letters were posted to the owners of Erven 818, 50, 655 & 1286 Franschhoek and there were no objections received. Building plans were subsequently approved for the existing dwelling. The existing dwelling was build according to approved building plans. However, the boundary wall did not comply with the approved building plans.

5.3 Planning Assessment

All building plans submitted to Council for boundary walls must comply with the promulgated By-law, unless a deviation from the by-law is approved by Council. The applicant proposes to formalise an existing boundary wall that does not comply with the 50% transparency and 50% solid requirements of the by-law. The existing 1.8m high solid wall is built on Akademie Street.

The proposal is not in line with Section 5 of the subject by-law, which stipulates the following;

"5. For residential zoned properties the height of any wall or fence (including the entrance structure and columns) shall be regulated as follows;

(a) on a street boundary: - 2.1m high, on condition that 50% of the height of the wall or fence, including gates on residential zoned properties must consists of open decorative work to create transparency. The solid construction shall not interfere with sight lines of vehicles entering or leaving the property, or passing traffic."

In June 2015, Council approved building plans for a dwelling unit together with a boundary wall. The approved boundary wall reflected a wall with palisade and complied with restrictions of the By-law relating to control of boundary walls and fences. However, the owner deviated from the approved building plans. The dwelling was constructed with a 1.8m high solid boundary wall (See **Appendix 9**). The property is zoned Single Residential and is also surrounded by residential properties.

On 12 December 2016, a notice was served by the Building Development Management Department, instructing the property owner to demolish, rectify or apply for the consideration thereof in terms of Section 12 of the National Building Regulations and Building Standards Act, Act 103 of 1977. A letter of demand was subsequently sent to the property owner by A. Parker & Associates Attorneys on behalf of the municipality (see **APPENDIX 10**). The applicant hereby seeks approval from Council in terms of the by-law relating to the control of boundary walls and fences, in order to permit an existing 1.8m high solid boundary wall before submitting building plans for approval.

Section 13 of the subject by-law allows Council to consider deviations and stipulates the following;

“13. Council may grant a waiver to any of the provisions of this bylaw if in Council’s opinion; the specific site topographical conditions are such that the granting of a waiver will not result in the erection of a wall or fence that will materially detract from the character of the area. In granting such a waiver, Council shall have due regard to the built form that may result if abutting neighbours request similar waivers as well as the impact such waiver may have on traffic safety (both pedestrian and vehicular).”

No sight distances or the aesthetic appearance of the property or area will be negatively affected by the proposal, as the adjoining property also comprises a solid boundary wall.

5.4 Concluding Planning Comments

The subject property is surrounded by numerous residential properties with solid boundary walls. Therefore, the boundary wall will not have a negative impact on the aesthetic character of the area. The linear street pattern and width of the road will allow sufficient space for both pedestrian and vehicle movement. The height of the boundary wall under consideration does not exceed the permissible 2.1m as outlined in the by-law. The existing wall does not create a bad precedent as there are several residential properties with solid boundary walls on Akademie Street (See **APPENDIX 11**).

There were no objections received from property owners on Akademie Street. The two property owners on Akademie Street signed a letter of no objection against the boundary wall. It is the view of this department that the rest of the property owners who signed the petition are not directly affected as they do not gain access from Akademie Street (See **APPENDIX 12**).

The proposed deviation from the by-law is therefore supported from a planning point of view.

6. RECOMMENDATION

That **approval be granted** in terms of Section 13 of the By Law Relating to Control of Boundary Walls and Fences, in order to permit a 1.8m high solid wall on Erf 654, Akademie Street, Franschoek, as per drawing No. 654-BW, dated 30 September 2016, by ZKA Architecture, attached as **APPENDIX 3**, subject to the conditions contained in **APPENDIX 1**.

7. APPENDICES

Appendix 1: Conditions of Approval

Appendix 2: Locality Map

Appendix 3: Boundary Wall Plan

Appendix 4: Letters of no objection

Appendix 5: Comments from the Manager: Spatial, Heritage & Environment

Appendix 6: Comments from the Manager: Building Development

Appendix 7: Petition against the existing dwelling and boundary wall

Appendix 8: Applicant's response to the petition

Appendix 9: Photos of the existing wall on Erf 654

Appendix 10: Deviation Notice and letter of Demand

Appendix 11: Other boundary walls on Akademie Street

Appendix 12: Location of Objectors in relation to the subject property

APPENDIX 1**FILE NO: 654, FRANSCHHOEK**

In this approval document:

"Council" means the Stellenbosch Municipality

"the owner" means the registered owner of the property.

"the site" means **ERF 654, FRANSCHHOEK**

EXTENT OF APPROVAL: Waiver in terms of Section 13 of the By Law Relating to Control of Boundary Walls and Fences, in order to permit a 1.8m high solid wall on Erf 654, Akademie Street, Franschoek, as per drawing No. 654-BW, dated 30 September 2016, by ZKA Architecture, attached as **APPENDIX 3**, subject to the following conditions.

CONDITIONS IMPOSED:

1. The approval applies only to the application for the waiver from the subject by-law in question and shall not be construed as authority to depart from any other legal prescription or requirements from council;
2. Building plans must be submitted to this municipality for approval;
3. That Council reserves the right to impose further conditions if deemed necessary.

Meeting:	14 th Council: 2017-11-29	Submitted by Directorate:	Planning & Economic Services
Ref no:	654 FH	Author	Senior Town Planner (LS Ramakuwela)
Collab:		Referred from:	



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Directorate: Planning and Economic Development

Appendix 2

Locality Map



LOCALITY PLAN



STELLENBOSCH

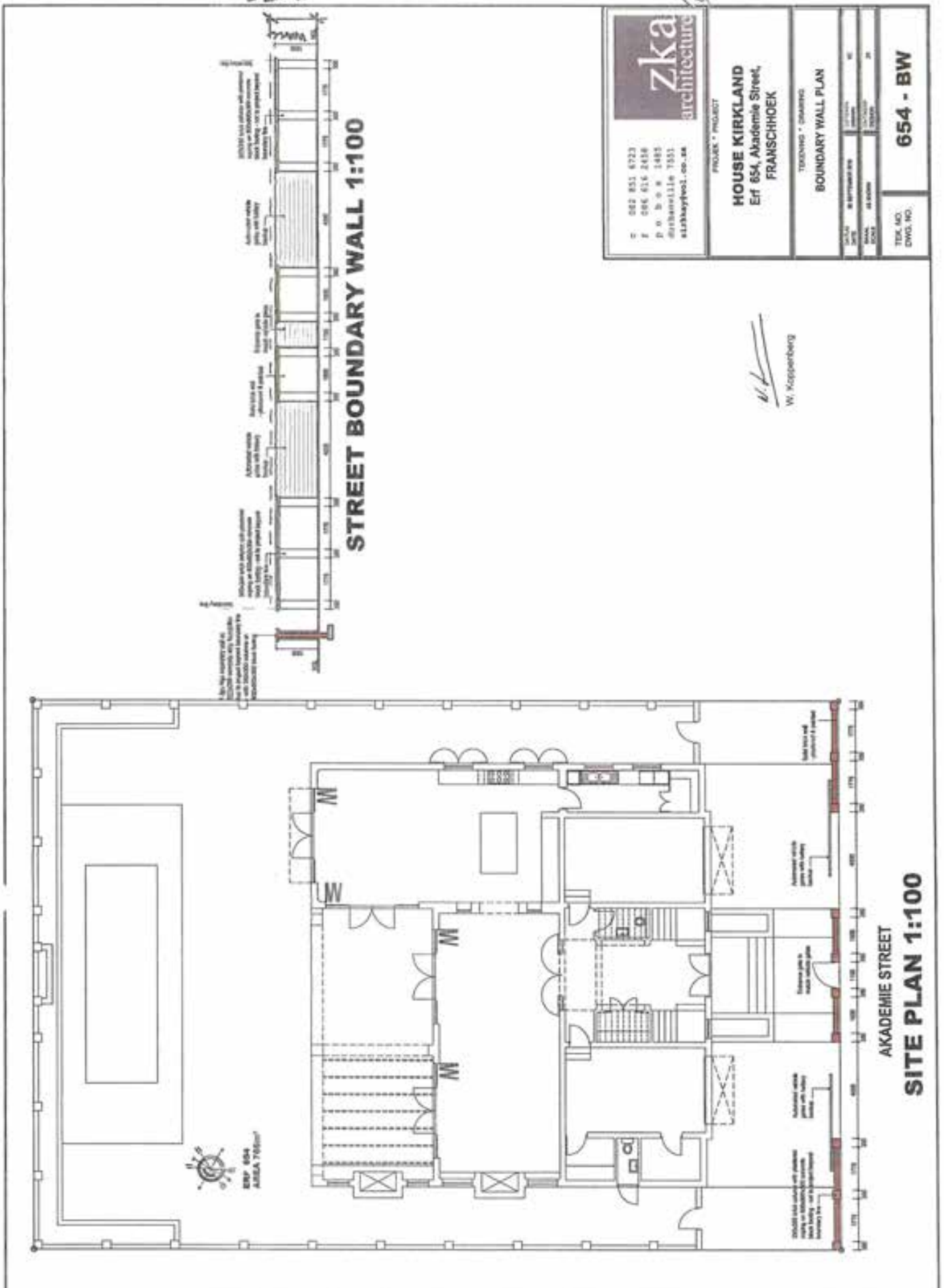
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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Directorate: Planning and Economic Development

Appendix 3:

Boundary Wall Plan



EXIST. FENCE 2.100

STREET BOUNDARY WALL 1:100

zka
architecture

T 062 851 6723
F 096 416 2458
P. O. B. N. 1485
2018aville 7551
strkay@aol.co.za

PROJECT - PROJECT

HOUSE KIRKLAND
Erf 654, Akademie Street,
FRANSCHHOEK

TECHNICAL DRAWING

BOUNDARY WALL PLAN

DATE	16 SEPTEMBER 2018	SCALE	AS SHOWN
BY	W. KOPPENBERG	CHECKED	
NO.	654 - BW	REV.	

TITLE NO. 654 - BW
DWG. NO.

W.K.
W. Koppenberg

AKADEMIE STREET
SITE PLAN 1:100

ESP 654 AREA 705m²



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Directorate: Planning and Economic Development

Appendix 4:

Letters of no objection



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 MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

1111 Street, Stellenbosch 7601, Western Cape, South Africa Tel: 021 885 1000 Fax: 021 885 1001

DECLARATION BY AFFECTED PARTY(IES) / PROPERTY OWNER(S)

Dear Sir / Madam

This letter serves to notify potentially affected parties of the application set out hereunder.

APPLICATION DETAILS			
Erf / Erven / Farm No	ERF 654	Area	FRANSCHHOEK
Applicant / consultant	ZIRK KAY	Contact No	082 851 6723
Application type in terms of applicable planning legislation	Regulation departure Consent Use / Special Development	SDP amendment	Amendment of conditions
Detailed description of application	Civic (please specify) DEVIATION		
DEVIATION FROM COUNCIL POLICIES / BY-LAWS, SOLID BOUNDARY WALL ON STREET ELEVATION AS PER BUILDING PLAN (ATTACHED); DRAWING NUMBER 654-BW DATED 30 SEPT 2016			

Note to applicant

Should the affected party / property owner not be prepared to sign this letter of no objection, you are advised to submit the application without their agreement so that Council can formally advertise this matter by post. Please note that in such case, a notice fee is payable.

DECLARATION BY AFFECTED PARTY(IES) / PROPERTY OWNER(S)

Note: Please ensure the Plan specified below corresponds with the plan shown to and signed by you. Don't sign this form if the application detail section above is not properly completed. If signing on behalf of a company / trust, please attach written proof of authorisation to do so. If affected premises owned by more than one person (ie both husband and wife), all parties to sign.

I, the registered owner(s) of the under-mentioned premises, having been shown the subdivision / layout plan / building plans / proposal in respect of the aforementioned application and having signed, confirm that I/we understand the proposal as set out above and confirm that I/we (please tick)

have no objection, object for the reasons listed hereunder
 wish the application to be formally advertised by Council

Reasons for objection

Owner signature	<i>Rabin Dheret</i>	Date	1 Oct 2016
Full name (capital)	RABIN DHERET		
Company name			
Erf / Farm No	1286		
Street address / Postal address	54 AKADEMIE ST, FRANSCHHOEK	Postal code	7690
Contact No		Cell	073 2260496

zka
architecture

PROJECT - PROJECT
HOUSE KIRKLAND
 Erf 654, Akademie Street,
 FRANSCHHOEK

TEK. NO. : 654 - BW

DATE: 2014
 DRAWN: [Name]
 CHECKED: [Name]

TEL. NO.
 DWG. NO.

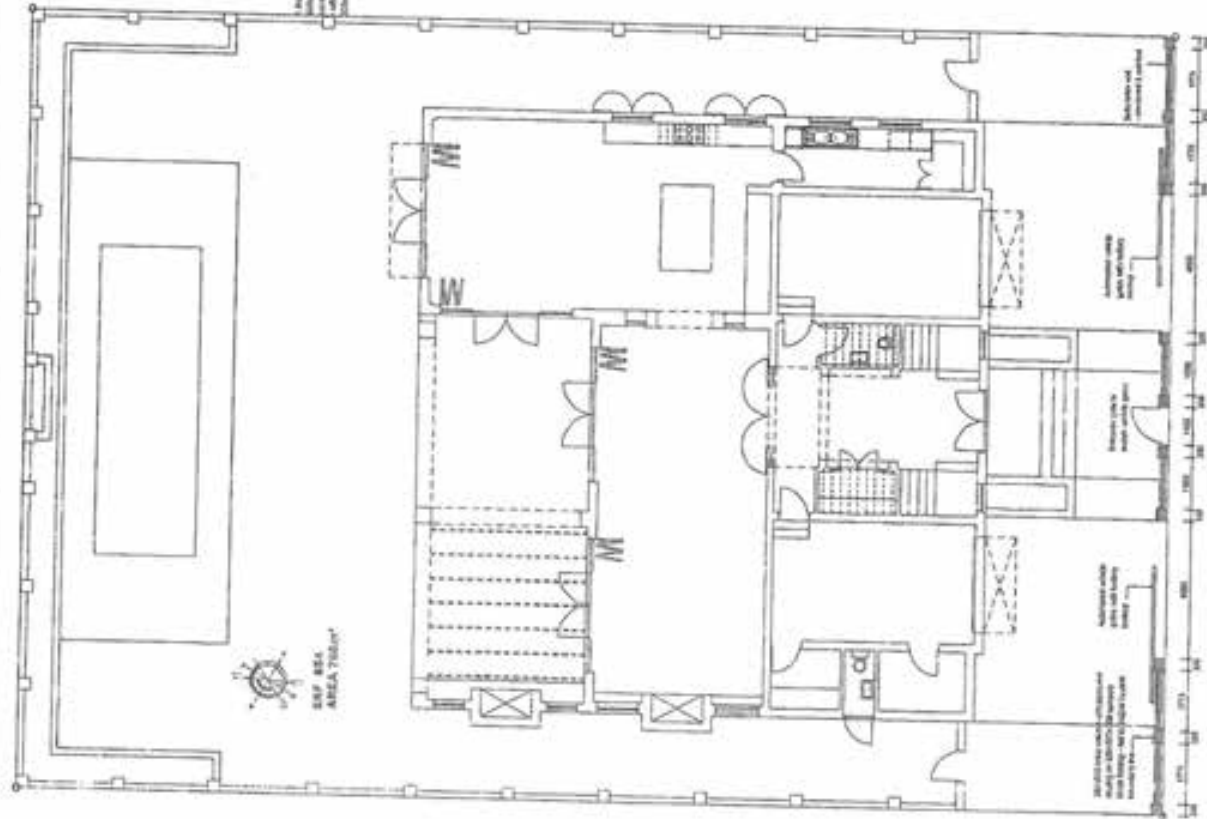
EXIST. ERECT. FENCE 2100

STREET BOUNDARY WALL 1:100



R. Kirkland

Robin Duwet



AKADEMIE STREET
SITE PLAN 1:100

ENF 654
AREA 750m²



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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

Plan Street, STELLENBOSCH, 7600
Website: <http://www.stellenbosch.gov.za>

P.O. Box 17, STELLENBOSCH, 7599

Tel No: 021 506 2111

Fax No: 021 886 6399

DECLARATION BY AFFECTED PARTY(IES) / PROPERTY OWNER(S)

Dear Sir / Madam

This letter serves to notify potentially affected parties of the application set out hereunder.

APPLICATION DETAILS			
Erf / Erven / Farm No.	ERF 654	Area	FRANSCHHOEK
Applicant / consultant	ZIRK KAY	Contact No.	082 851 6723
Application type in terms of applicable planning legislation.	Regulation departure	SDP amendment	Amendment of conditions
	Consent Use / Special Development	Other (please specify)	DEVIATION
Detailed description of application			
DEVIATION FROM COUNCIL POLICIES / BY-LAWS: SOLID BOUNDARY WALL ON STREET ELEVATION			
AS PER BUILDING PLAN (ATTACHED): DRAWING NUMBER: 654-BW, DATED 30 SEPT 2016			

Note to applicant:

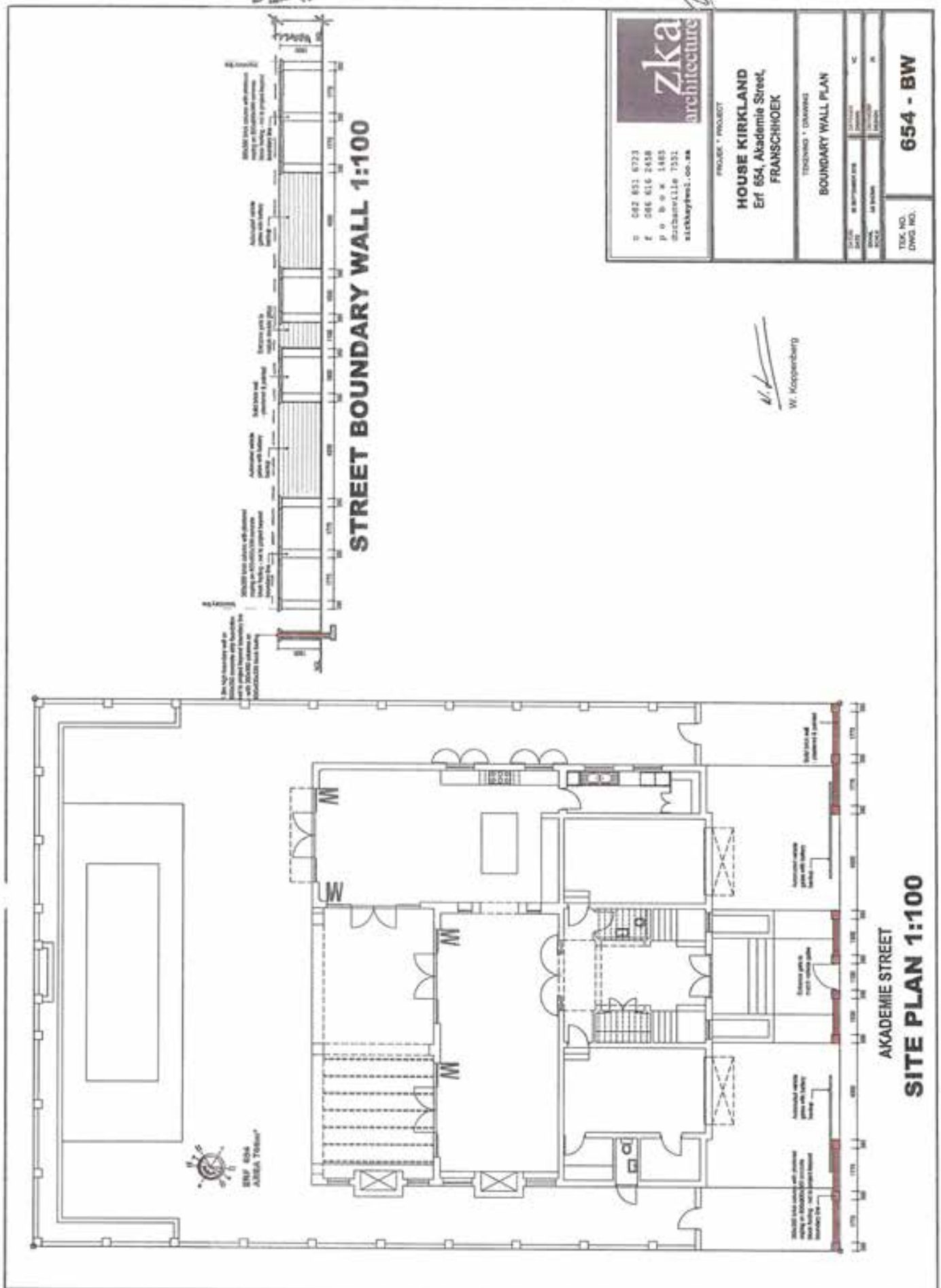
Should the affected party / property owner not be prepared to sign this letter of no objection, you are advised to submit the application without their agreement so that Council can formally advertise the matter by post. Please note that in such case, a notice fee is payable.

DECLARATION BY AFFECTED PARTY(IES) / PROPERTY OWNER(S)

Note : Please ensure the Plan specified below corresponds with the plan shown to and signed by you. Don't sign this form if the application detail section above is not properly completed. If signing on behalf of a company / trust, please attach written proof of authorisation to do so. If affected premises owned by more than one person (ie both husband and wife), all parties to sign.

I / We, registered owner(s) of the under-mentioned premises, having been shown the subdivision / layout plan / building plans / proposal in respect of the aforementioned application and having signed, confirm that I / we understand the proposal as set out above and confirm that I / we (please tick)

<input checked="" type="checkbox"/>	have no objection.	<input type="checkbox"/>	object for the reasons listed hereunder
wish the application to be formally advertised by Council.			
Reasons for objection			
Owner signature		Date	17-10-2016
Full name (capitals)	WIM KOPPENBERG		
Company name			
Erf / Farm No.	F DORP 818		
Street address / Postal address	37B Akademiestraat Franschhoek	Postal code	7690
Contact No	Office / Home	Cell	083 977 2946



zka
architecture

0 042 851 6723
F 066 616 2458
P O B X 1485
MICHAMVILLE 7351
sichkay@zka.co.za

PROJECT PROJECT

HOUSE KIRKLAND
Erf 654, Akademie Street,
FRANSCHHOEK

TECHNICAL DRAWING

BOUNDARY WALL PLAN

DATE	DESCRIPTION	BY	CHK

TEK. NO. 654 - BW
DWG. NO.

W. Koppenberg
W. Koppenberg



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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

Pani Street, STELLENBOSCH, 7600
Website: <http://www.stellenbosch.gov.za>

P.O. Box 17, STELLENBOSCH, 7500

Tel No. 021 858 8111

Fax no. 021 858 8899

DECLARATION BY AFFECTED PARTY(IES) / PROPERTY OWNER(S)

Dear Sir / Madam

This letter serves to notify potentially affected parties of the application set out hereunder.

APPLICATION DETAILS

Erf / Erven / Farm No.	ERF 654	Area	FRANSCHHOEK
Applicant / consultant	ZIRK KAY	Contact No.	082 851 6723
Application type in terms of applicable planning legislation.	Regulation departure	SDP amendment	Amendment of conditions
	Consent Use / Special Development	Other (please specify)	DEVIATION
Detailed description of application			
DEVIATION FROM COUNCIL POLICIES / BY-LAWS: SOLID BOUNDARY WALL ON STREET ELEVATION AS PER BUILDING PLAN (ATTACHED); DRAWING NUMBER: 654-BW, DATED 30 SEPT 2016			

Note to applicant:

Should the affected party / property owner not be prepared to sign this letter of no objection, you are advised to submit the application without their agreement so that Council can formally advertise the matter by post. Please note that in such case, a notice fee is payable.

DECLARATION BY AFFECTED PARTY(IES) / PROPERTY OWNER(S)

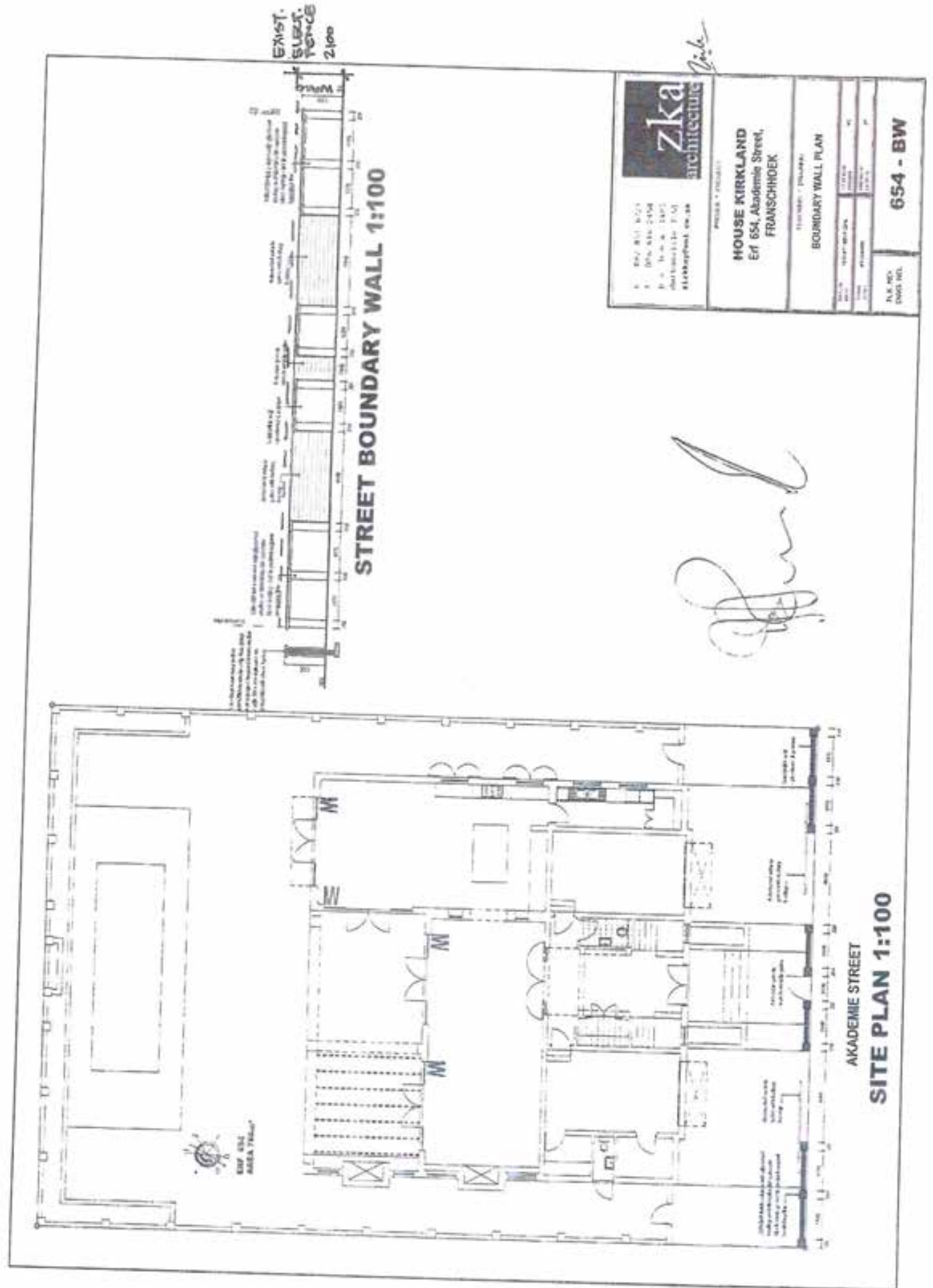
Note : Please ensure the Plan specified below corresponds with the plan shown to and signed by you. Don't sign this form if the application detail section above is not properly completed. If signing on behalf of a company / trust, please attach written proof of authorisation to do so. If affected premises owned by more than one person (ie both husband and wife), all parties to sign.

I / We, registered owner(s) of the under-mentioned premises, having been shown the subdivision / layout plan / building plans / proposal in respect of the aforementioned application and having signed, confirm that I / we understand the proposal as set out above and confirm that I / we (please tick)

have no objection. object for the reasons listed hereunder
wish the application to be formally advertised by Council.

Reasons for objection

Owner signature		Date	17 OCTOBER 2016
Full name (capital)	BRIDGET ROBINSON & ANSON VAN DER WOUDE		
Company name	NIZAR SOLUTIONS CC		
Erf / Farm No.	37 AKADEMIK STREET FRANSCHHOEK		
Street address / Postal address	PO BOX 310915	Postal code	7634
Contact No.	Office / Home	0861 604 55	Cell 082 657 3011



Handwritten signature



19 April 2017
Ref: KFLN3

Dear Mr. and Mrs. Gardener,

Boundary wall deviation application for 37A Akademie, Franschoek, Erf 654.

Following discussions with you on your objection, it was agreed with Mr. Kirkland that the electric fence would be removed from the front wall. I enclose the adjusted plan that does not have an electric fence on the front wall. Please sign the consent form and plan.

Yours sincerely

Zirk Kay

E 654 FH
509410



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 MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

Plan: 2016/17 STELLENBOSCH, 2016/17 | Form: 17/1 STELLENBOSCH, 2016/17 | Tel: 021 876 4262 | Fax: 021 876 4554
 Website: www.stellenbosch.gov.za

DECLARATION BY AFFECTED PARTY(IES) / PROPERTY OWNER(S)

Dear Sir / Madam,

This letter serves to notify potentially affected parties of the application set out hereunder.

APPLICATION DETAILS

Erf / Erfvan / Farm No	ERF 654	Area	FRANSCHHOEK
Applicant / consultant	ZIRK KAY	Contact No.	082 851 6723
Application type in terms of applicable planning legislation	Regulation Exempt use Consent Use / Special Development	SDF amendment	Amendment of conditions
Detailed description of application	DEVIATION		
DEVIATION FROM COUNCIL POLICIES / BY-LAWS, SOLID BOUNDARY WALL ON STREET ELEVATION AS PER BUILDING PLAN (ATTACHED); DRAWING NUMBER: 654-BW, DATED 30 SEPT 2016			

Note to applicant:

Should the affected party / property owner not be prepared to sign this letter of no objection, you are advised to submit the application without their agreement, so that Council can formally advertise the matter by post. Please note that in such case, a notice fee is payable.

DECLARATION BY AFFECTED PARTY(IES) / PROPERTY OWNER(S)

Note: Please ensure the Plan specified below corresponds with the plan shown to and signed by you. Don't sign this form if the application detail section above is not properly completed. If signing on behalf of a company / trust, please attach written proof of authorisation to do so. If affected premises owned by more than one person (ie both husband and wife), all parties to sign.

I / We, registered owner(s) of the under-mentioned premises, having been shown the subdivision / layout plan / building plans / proposal in respect of the aforementioned application and having signed, confirm that I / we understand the proposal as set out above and confirm that I / we (please tick)

have no objection. object for the reasons listed hereunder
 wish the application to be formally advertised by Council.

Reasons for objection

Owner signature	<i>[Signature]</i>	Date	19/4/2017
Full name (capitals)	JOHN GARDNER		
Company name			
Erf / Farm No	864		
Street address / Postal address	56 Akademis St, Franschoek	Postal code	7690
Contact No.	Office: 021 876 4262	Home:	

170:50
 ERF 654



5 April 2017
Ref: KFLNr

To whom it may concern,

Re: Boundary wall deviation application for 37A Akademie, Franschoek, Erf 654.

Please find attached consent form and a boundary wall drawing.

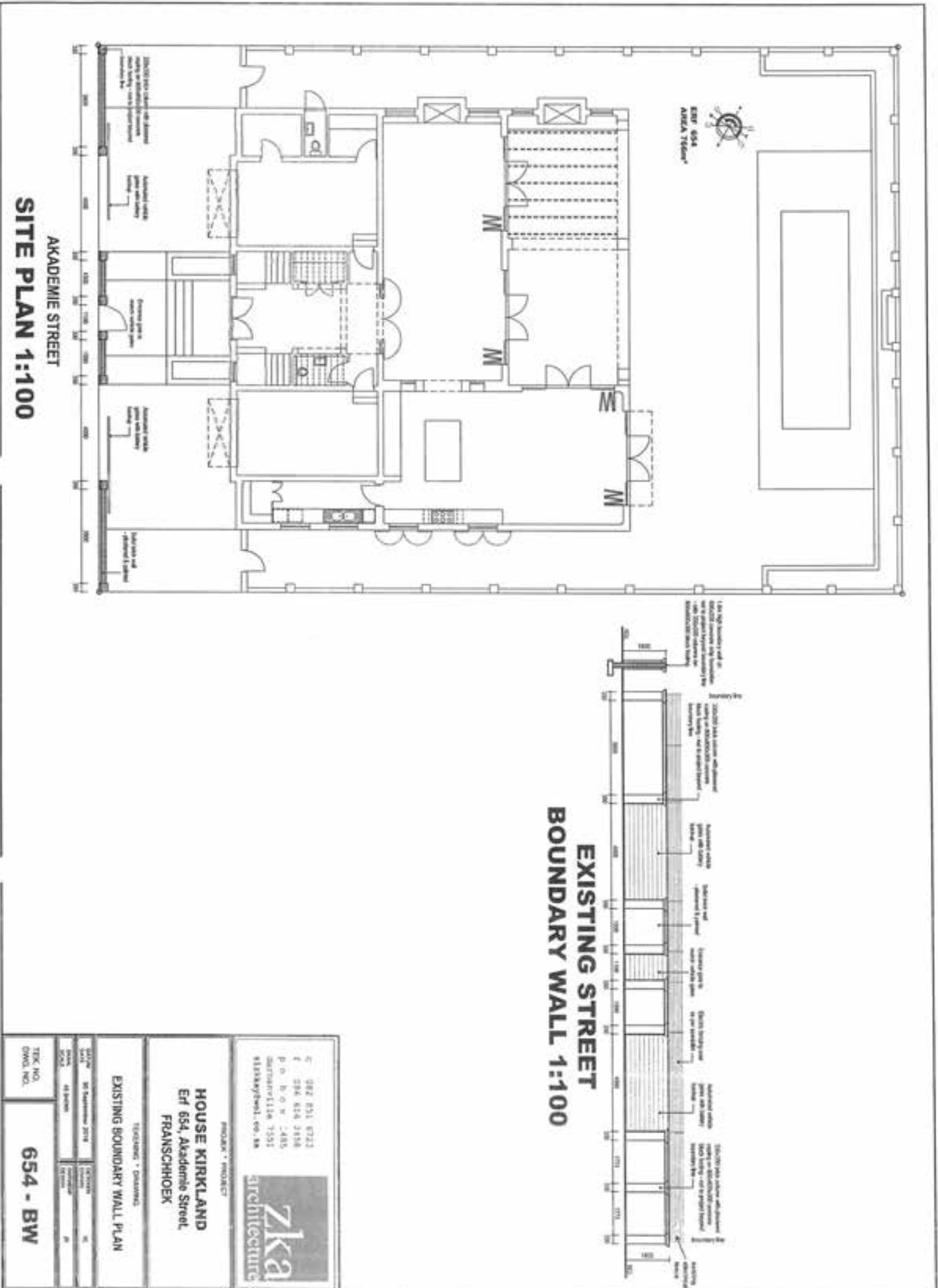
If you have no objection, please fill in the no objection part of the consent form and sign the form with all your information as well as signing the drawing with your name and signature. Please e-mail or post the signed docs **before 10th May 2017** (closing date for objections).

If you object, please list the reasons of objection and either e-mail or post the objections.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Zirk Kay', written in a cursive style.

Zirk Kay



5 087 831 8722
 F 026 628 2488
 P O B O X 2485
 40700/1126 7551
 41000/1126 7551



PROJECT - PROJECT
HOUSE KIRKLAND
 Erf 654, Akademie Street
 FRANSCHHOEK

TECHNISCHE - TECHNICAL
EXISTING BOUNDARY WALL PLAN

DATE	BY	REVISION
30 September 2018	FRANSCHHOEK	1
14 October 2018	FRANSCHHOEK	2
15 November 2018	FRANSCHHOEK	3

TEK. NO.
 DWG. NO. **654 - BW**

Frans



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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

Erven / Street: STELLENBOSCH 7630
Website: <http://www.stellenboschmunicipality.gov.za>

P.O. Box 17, STELLENBOSCH 7530

Phone: 021 886 1111

Fax no: 021 886 0266

DECLARATION BY AFFECTED PARTY(IES) / PROPERTY OWNER(S)

Dear Sir / Madam

This letter serves to notify potentially affected parties of the application set out hereunder:

APPLICATION DETAILS

Erven / Farm No.	ERF 654	Area	FRANSCHHOEK
Applicant / consultant	ZIRK KAY	Contact No.	082 851 6723
Application type in terms of applicable planning legislation.	Regulation departure	SDP amendment	Amendment of conditions
	Consent Use / Special Development	Other (please specify)	DEVIATION

Detailed description of application:

DEVIATION FROM COUNCIL POLICIES / BY-LAWS. SOLID BOUNDARY WALL ON STREET ELEVATION AS PER BUILDING PLAN (ATTACHED): DRAWING NUMBER: 654-BW, DATED 30 SEPT 2016

Note to applicant:

Should the affected party / property owner not be prepared to sign this letter of no objection, you are advised to submit the application without their agreement so that Council can formally advertise the matter by post. Please note that in such case, a notice fee is payable.

DECLARATION BY AFFECTED PARTY(IES) / PROPERTY OWNER(S)

Note: Please ensure the Plan specified below corresponds with the plan shown to and signed by you. Don't sign this form if the application detail section above is not properly completed. If signing on behalf of a company / trust, please attach written proof of authorisation to do so. If affected premises owned by more than one person (ie both husband and wife), all parties to sign.

I / We, registered owner(s) of the under-mentioned premises, having been shown the subdivision / layout plan / building plans / proposal in respect of the aforementioned application and having signed, confirm that I / we understand the proposal as set out above and confirm that I / we (please tick)

have no objection.

object for the reasons listed hereunder

wish the application to be formally advertised by Council.

Reasons for objection

Owner signature

Date

Full name (capital's)

Company name

Erven / Farm No.

Street address / Postal address

Postal code

Contact No.

Office / Home

Cell

<p>Date Stamp of delivery Datumstempel van aflevering</p>	<p>(with an insurance option/met 'n versekeringsopsie) Address of in B: adressee aan S. B. K. S. A. Postcode 789</p>	<p>Post Office Datumstempel van aflevering 03 APR 2011 Post Office No. 1010</p>
<p>Post Office No. 1010</p>	<p>Signature of recipient Handtekening van ontvanger S. B. K. S. A. Postcode 789</p>	<p>REGISTERED LETTER Handtekening van ontvanger RC2279040842A CUSTOMER COPY</p>
<p>Official proof of identification essential Amptelike bewys van identiteit noodsaaklik</p>	<p>Pieces collect at Haal asseblief af by within 30 days of date received at delivery office binn 30 dae vanaf datum ontvang by aflewering, jaartees</p>	<p>Post Office counter: 5 Postkantoor, toonraam no</p>

RC2279040842A

1010



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STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Directorate: Planning and Economic Development

Appendix 5:

Comments from the Manager: Spatial, Heritage & Environment



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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Spatial Planning, Heritage and Environment

To : Head: Customer Interface & Administration

From : Manager: Spatial Planning, Heritage & Environment

Date : 24 February 2017

Re : Application for departure to construct 1.8m high solid wall on Erf 654, Akademie Street, Franschhoek

I refer to your request for comment on the above application.

This department does **not support** the application for a departure to allow for a 1.8m high solid wall. The specifications as stipulated in the by-law should be adhered to.

B. de la Bat

B de la Bat
MANAGER: SPATIAL PLANNING, HERITAGE AND ENVIRONMENT

FILE NO.	
SCHEMATIC	E 654 FH
COMMUNITY NO.	495704



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Directorate: Planning and Economic Development

Appendix 6

Comments from the Manager: Building Development Management

INTERDEPARTMENTAL CIRCULATION FORM

LêER VERW/ FILE REF	Erf 654, Franschhoek	DATE: 5 December 2016
AANSOEKNOMMER/APPLICATION NUMBER	LU/5187	
MEMO AAN/ TO :		
	Director : Traffic Engineer / Engineering Services	
	Manager : Electrical Department	
<input checked="" type="checkbox"/>	Manager : Building Development Management	
	Manager : Fire Services	
	Manager: Spatial Planning / Heritage / Environment / Signage	
	Manager: Health Department (Winelands Health)	
	Chief Financial Officer	
	Manager: Property Management (P Smit)	
	Manager: Local Economic Development (LED)	
	Manager : Parks	
Application	Application is made in terms of Section 13 of the By-law Relating to the Control of Boundary Walls and Fences (Provincial Gazette 6671, 30 October 2009) in order to construct a 1.8m high solid wall on the street boundary on Erf 654, Akademie Street, Franschhoek.	
Adres / Address	Akademie Street, Franschhoek	
Aansoek Datum / Application Date	15 November 2016	
Aansoeker / Applicant	Zirk Kay	
<p>Aangeheg vind u tersaaklike dokumentasie in verband met bogenoemde aansoek. Ten einde my in staat te stel om die aansoek aan die besluitnemingsowerheid vir oorweging voor te lê, word u versoek om my skriftelik van u kommentaar, indien enige, te voorsien. Onderskei asseblief tussen algemene kommentaar op die meriete van die aansoek en enige voorwaardes wat u departement wil oplê indien die aansoek goedgekeur word.</p> <p>Attached please find the relevant documentation regarding the abovementioned application. Kindly furnish me with your written comment, if any, in order to enable me to submit the application to the decision making authority for consideration. Please differentiate between general comment on the merits of the application and any conditions that your department wishes to impose should the application be approved.</p> <p>Geliewe die memorandum <u>per hand</u> aan my terug te besorg voor of op: Please <u>hand deliver</u> the memorandum to me on or before : 17 January 2017</p> <p>B Mdoda For DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT</p> <p>ALGEMENE KOMMENTAAR / GENERAL COMMENT: <i>NOT SUPPORTED - AKADEMIE STREET IS A NARROW STREET WITH MOSTLY LOW WALLS, FENCES OR HEDGES.</i></p> <p>VOORWAARDES/CONDITIONS: <i>IF THE WALL IS SUPPORTED TO BE SOLID THEN THE HEIGHT MUST BE REDUCED TO 1.5m.</i></p>		
HANDTEKENING / SIGNATURE	DATUM / DATE	

E 654 FH

479745



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MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Directorate: Planning and Economic Development

APPENDIX 7

Petition against the existing dwelling and boundary wall

PETITION

We, the undersigned, wish to bring to the Aesthetics' Committee and Planning Committee's attention that we have the following strong objections to the newly built house EFR 654.

1. The newly built walls with electric fencing appears to go against present regulations for high walls in Franschoek and is highly offensive, reminiscent of German concentration camps and/or the excesses of Jo'Burg security measures. We want to see a see-through fence replace these walls and all electric fencing removed. *inline with regulation.*
2. This house appears to vastly outstrip the 30% limit of the foot print allowed on ERFs in Franschoek. It is a disproportionate and excessive amount of building for the size of the plot. *34%*
3. The facade is totally out of keeping with the rest of the road and at least the addition of a Victorian type small roof over the front door would break the gross blockish facade on the road and allow it to be more sympathetic to the architecture of neighbouring houses.
4. It appears that none of the neighbours who views are all affected by this building were ever consulted for opinions or permission. This appears illegal.
5. Not only the neighbours are affected but this house serves to destroy the feeling of the whole neighbourhood in an unpleasant and insensitive way.

We wish to appeal to all the necessary bodies to have appropriate remedial action taken.

NAME	ERF NUMBER	SIGNATURE
SIMON PICKSTONE-TAYLOR	875	<i>S.D. Pickstone-Taylor</i>
JOANNA ULPH	655	<i>J. Ulph</i>
DAVID ULPH	655	<i>D. Ulph</i>
R. P. BETTISON	1287	<i>R.P. Bettison</i>
NR PARKFET	RE/57	<i>N.R. Parkfett</i>
J. PARKFET	RE/57	<i>J. Parkfett</i>
ROSS HUTCLER	875	<i>Ross Hutcler</i>
JOHN GARDNER	864	<i>John Gardner</i>
TICH MIDDLETON	874	<i>Tich Middleton</i>
Axel Spanholtz	862	<i>A. Spanholtz</i>

Currently swallows
& have not seen the
new house.

→ 465 (Roux st)

893 (Roux st)

818 (Akademie - house of sale)

863 (Akademie (Roux))

466 (Roux st)



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Directorate: Planning and Economic Development

APPENDIX 8

Applicant's response to the petition



17 August 2017

Ref: Kresp

Attention: Lawrence Ramakuwela
Senior Town Planner: Land Use Management
Planning & Economic Development

T: +27 21 808 8669
Plein Street, Stellenbosch, 7600

Per e-mail: Lawrence.Ramakuwela@stellenbosch.gov.za

Dear Lawrence,

Re: Petition received 26 January 2017 (per e-mail), ERF 654 Akademie Street Franschhoek - House Kirkland

When petition was received, certain details of the house had not been completed and since the petition the following have since been added:

- external shutter louveres and latches.
- Front door handles.
- garden.
- trellis's recently completed.
- and front awnings are about to be completed.

- enhancing the aesthetic look and feel of the house and soften the newness of the home.

Please note points 2 to 5 are not valid as the correct procedure was followed (including Heritage, zoning requirements and building plan approval)

Point 1 - this has been addressed with all the required neighbours (total of 5 neighbours) and the front electric fence has since been removed on request from the neighbours and the front wall in its current state has been approved by the neighbours.

As described in the front wall deviation application numerous examples of similar boundary walls were found in the area and particularly along Akademie street, as well as double storey buildings. So it was not out of keeping with the area (photos were submitted with our application)

The design of the front wall matches the plasterbands and architraves of the house, enhancing the look and feel of the house and complimenting the overall look of the house on Erf 654.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Zirk Kay', with a stylized flourish at the end.

Zirk Kay



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APPENDIX 9

Photos of the boundary wall







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Directorate: Planning and Economic Development

APPENDIX 10

Deviation notice and letter of demand

REGISTERED LETTER **FH 654**
 GEREGISTREERDE BRIEF **FH 654**
 Post Office

2017
 22

Postage paid R _____
 Service fee/Diensgeld R _____
 Insurance/Verskering R _____
 Total/Totaal R _____

Full tracking and tracing/Volledige volg en 'spoor

Addressed to/Geadresseer aan
A.G. KIRKLAND
403 HENLEY MANOR
BEACH ROAD
MOULIPOINT **8000** Postcode/Postkode

Insured value of contents
 Versekerde waarde van inhoud R _____

Enquiries/Navrae
 Toll-free number
 'Tolvry nommer
0800 111 502

Account of
S.A. POST OFFICE
STELLENBOSCH 75
 12 DEC 2016
 Parcel van
 aaneem-
 beampte
FOLIO 7
 Datumstempel

The value of the contents of this letter is as indicated and compensation is not payable for a letter received unconditionally. Compensation is limited to R100.00. No compensation is payable without documentary proof. Detour insurance up to R2 000.00 available and applies to letters to registered letters only.
 Die waarde van die inhoud van hierdie brief is soos aangedui en vergoeding is nie betaalbaar vir 'n brief ontvang onvoorwaardelik. Vergoeding is beperk tot R100.00. Geen vergoeding is betaalbaar sonder dokumentêre bewys. Opsionele versekering tot R2 000.00 beskikbaar en slegs vir geregistreerde briewe van toepassing.

Affix Track and Trace
INTERNATIONAL INSURED PARCEL
 Parcel 0800 111 502 www.pppn.co.za
CV 002 856 250 ZA
 CUSTOMER COPY

ADDRESS	ERF FH 654, AKADEMIE STREET
	FRANSCHHOEK, 7690
POSTAL ADDRESS	403 HENLEY MANOR, BEACH ROAD, MOULIPOINT, 8000

FILE NR:
E 654 FH
 SCAN NR:
 COLLABORATOR NR:
419546

FINAL NOTICE:

DEVIATION FROM APPROVED BUILDING PLAN: FH 654
Building Plan: BP/15/404

- I. STREET BOUNDARY WALL DEVIATION – BUILD SOLID NOT PALASADE AS PER APPROVED PLAN.

An inspection on 30/11/2016 on the abovementioned property refers.

During the abovementioned inspection it was noticed that you deviated from the approved building plan application (offence in terms of NBR A25/5) as follows:

You are hereby notified to comply with the following requirements within **14 days** from date of this notice:

A

- 01 rectify or demolish the structure or part thereof, (SANS 10400 – A 25/7) or

B

- 01 apply for the consideration thereof in the prescribed manner (SANS 10400 - A25/6);

All illegal building work must be stopped immediately (SANS 10400 - A25/6).

Failure to comply with this notice is an offence and legal action will be instituted against you.

Person notice is served on:	A.G. KIRKLAND
Name of official serving notice:	MARCO FOUCHE

DATE: *[Signature]*

RECEIVED BY: *Registered Post Only*
06/12/2016 *[Signature]*

MANAGER: PLANNING AND ECONOMIC DEVELOPMENT.



PO.BOX 423
CENTURY CITY
7446



A. PARKER & ASSOCIATES

ATTORNEYS, CONVEYANCERS
&
ADMINISTRATORS OF ESTATES

SUITE G06
ROSTRA HOUSE
THE FORUM
NORTHBANK LANE
CENTURY CITY
7441

TEL: (021) 552 9010
FAX: (021) 552 9037
E-MAIL: ayesha@parkerlaw.co.za

MASTER OFFICE BOX NO. 209

DOCEX 18
CENTURY CITY

Our Reference: AS/S1439

05 JUNE 2017

KIRKLAND ANNA GABRIELLE
(and all those holding under them)
403 HENLEY MANOR
BEACH ROAD
MOULIPOINT
8000

"VIA REGISTERED MAIL"

Dear Sir/Madam

RE: LETTER OF DEMAND: STELLENBOSCH MUNICIPALITY / YOURSELF
PROPERTY: 56 AKADEMIE STREET, FRANSCHOEK (ERVEN 654, FRANSCHOEK)
(Hereinafter known as the "Property")

We refer to the above matter and confirm that we act on behalf of our client, STELLENBOSCH MUNICIPALITY, at whose instance we address this correspondence to you.

We are instructed that you erected a solid street boundary wall instead of a palisade fence, which deviated from the approved plan (BP/15/404), without approved engineered plans (hereinafter referred to as "illegal structure") on the property known as Erf 654 Franschoek, thereby failing to obtain the written approved building plan for the illegal structures from our client as required in terms of Regulation A25 (10) of the National Building Regulations and Standards Act 103 of 1977 (hereinafter referred to as "the Act").

As per the Act, such illegal structure is a criminal offence and punishable in terms of Section 4(4) of the Act as you failed to rectify or demolish the illegal structure as per the Regulation A25 (7) of the Act; alternatively you failed to apply for consideration of the illegal structure in the prescribed manner as per Section 12 of the National Building Regulations and Standards Act 103 of 1977.

Ashraf Abdurahiman Parker: (B Proc) (UWC)
Assisted By: Shona Elena Panayiotou (LLB) (UWC); Ayesha Sasman (LLB) (UWC)
Conveyancing Paralegals: Priscilla Braaf; Arlene Williams; Nicole Wendy Gerbach
Candidate Attorney: Ri-Chandré Jacobs

Office Manager: Faldie Isaacs
Receptionist: Lameez Klein

Range of services include: *Property Transfers & Conveyancing* Formation of Trusts, Companies and Close Corporations*Estate Planning*Wills and Administration of Deceased Estates*Contracts of Sale & Lease*Litigation*Property Development*

Our further instructions are that you have failed to comply with our clients notice (hereinafter referred to as the Notice) sent on or around 06 December 2016, notifying yourself of your default and demanding you to demolish the illegal structures and/rectifying the default.

Should you fail within ten (10) days from receipt hereof to provide us proof of the demolition and confirmation that you have complied with the Notice or by failing to respond at all, our client will proceed with legal proceedings against you and you will be liable for the legal cost and other charges incurred to institute the legal action.

Yours Faithfully
A PARKER & ASSOCIATES



A SASMAN

REGISTERED LETTER AS/01439 GEREGISTREERDE BRIEF Post Office <i>(with an insurance option/met 'n versekeringsopsie)</i>		Postage paid R _____ C Service fee/Diensgeld R _____ C Insurance/Versekering R _____ C Total/Totaal R _____ C	
Full tracking and tracing/Volledige volg en spoor		Insured value of contents Versekerde waarde van inhoud R _____ C	
Addressed to/Geadresseer aan KIRICLAND ADNA GABRIELLE 403 HENLEY MANOR BEACH ROAD MOULPOINT 8000 Postcode Postkode		Enquiries/Navrae Toll-free number Tolvry nommer 0800 111 502	Initial of accepting officer 
<small>The value of the contents of this letter is as indicated and compensation is not payable for a letter received unconditionally. Compensation is limited to R100.00. No compensation is payable without documentary proof. Optional insurance up to R2 000.00 is available and applies to domestic registered letters only.</small> <small>Die waarde van die inhoud van hierdie brief is soos aangedui en vergoeding sal nie betaal word vir 'n brief wat sonder voorbehoud ontvang word nie. Vergoeding is beperk tot R100.00. Geen vergoeding is sonder dokumentêre bewys betaalbaar nie. Opsionele versekering tot R2 000.00 is beskikbaar en is slegs op binnelandse geregistreerde briewe van toepassing.</small>		ORDINARY PARCEL ShareCall 0800 111 502 www.sasman.co.za PE 895 200 797 ZA	Date stamp Century City 7445 Post Office 30 JUN 2017 Folio No: 4 Datumstempel
		CUSTOMER COPY 201016 KLIANTAFSKRIF	Paraal van aanvaar beempte

Ashraf Abdulrahiman Parker: (B Proc) (UWC)
 Assisted By: Shona Elena Panayiotou (LLB) (UWC); Ayesha Sasman (LLB) (UWC)
 Conveyancing Paralegals: Priscilla Braaf; Arlene Williams; Nicole Wendy Gerbach
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Directorate: Planning and Economic Development

APPENDIX 11

Other boundary walls on Akademie Street

COLUMNS AS PER APPROVED PLAN.

EXIST. ELECT. FENCE & WALL



SIMILAR WALLS IN NEIGHBOURHOOD.



ERF 654. AKADEMIE STR.

SOLID WALL

NEIGHBOUR WALL

COLUMNS AS PER APPROVED PLAN.

SOLID.



NEIGHBOURHOOD WALLS.



EXIST WALL ERF 654 AKADEMIE STREET.



WALLS IN AREA.



NEIGHBOUR



ELECT. FENCE IN AREA.



NEIGHBOURHOOD WALLS.



WALLS WITH ELECT. FENCE IN AREA.



WALLS IN AREA.





WALLS IN AREA -



APPENDIX 12

Location of objectors in relation to the subject property

OBJECTOR'S LOCATION



8.3.2	KAYAMANDI: LAND FOR RELOCATION OF SURPLUS HOUSEHOLDS
--------------	---

Collaborator No:

IDP KPA Ref No: Dignified Living

Meeting Date: 29 November 2017

1. SUBJECT: KAYAMANDI: LAND FOR RELOCATION OF SURPLUS HOUSEHOLDS

2. PURPOSE

To obtain Council's approval to investigate the possible acquisition of land for the relocation of surplus households that cannot be accommodated in the three current Upgrade of Informal Settlements projects in Kayamandi.

3. DELEGATED AUTHORITY

There are no delegations in the current System of Delegations and therefore Council's approval is required to authorize the investigation.

4. EXECUTIVE SUMMARY

The application is for the acquisition of additional land for housing to accommodate the surplus households from the three current projects in Kayamandi / Enkanini. There are an estimated 7 402 informal structures in Kayamandi / Enkanini. Only about 1 010 households can be accommodated on 12.62ha of land in Enkanini, leaving a surplus of 2 288 households from this area. 703 households can be accommodated in Zone O implying that 621 households of a total of 1 324 informal structures need to be relocated. Kayamandi Town Centre the demand is estimated to be in the region of 2 780 units. This is represented in the Table below:

INFORMAL STRUCTURES IN SURPLUS			
Area	Number of informal structures	Number of units that can be accommodated	Surplus units to be relocated elsewhere
Enkanini	3 298	1 010	2 288
Zone O	1 324	703	621
Town Centre	2 780	Scenario 1: 1 065 Scenario 2: 1 669 Scenario 3: 2 480	Scenario 1: 1 715 Scenario 2: 1 111 Scenario 3: 300
Total	7 402	2 778, 3 382 or 4 193	3 209 - 4 624

It is not possible to provide for the total demand of units on land currently available in Kayamandi / Enkanini and additional land is therefore required for either temporary or permanent relocation of surplus households. Preliminary investigations have indicated tracts of vacant land surrounding Kayamandi, particularly to its north and north-west.

5. RECOMMENDATION

That the Municipal Manager be authorised to investigate / negotiate the acquisition of land, which may include land swaps, land purchase and /or the early termination of lease agreements on Council-owned property in the area (lease areas), to be ratified by Council before implementation.

6. DISCUSSION / CONTENT**6.1 Background**

Various projects for the redevelopment of existing areas, Enkanini, Zone O and Kayamandi Town Centre, are currently under way and cannot be finalised unless additional land is identified and secured in order to accommodate the surplus households that are not able to be accommodated within the project areas.

6.2 Discussion

There is an estimated 7 402 informal structures in the Kayamandi / Enkanini area, made up as follows:

- 2 780 units in Town Centre Primary and Secondary Area (Zone A to P),
- 1 324 units in Zone O, and
- 3 298 units in Enkanini

A study currently underway in Enkanini found about 12.62ha of land in this area to be developable. This land will only be able to accommodate around 1 010 households at a density of around 80 du/ha leaving a surplus of approximately 2 288 households to be relocated. Similarly, in Kayamandi Zone O there is potential to accommodate around 703 households with a surplus of 621 households to be relocated. In Kayamandi Town Centre the demand is estimated to be around 2 780 units and three alternative scenarios investigated will result in either 1 715 households, 1 111 households or around 300 households to be relocated.

The total surplus in Kayamandi / Enkanini could therefore range between 3 209 and 4 624 households and alternative land needs to be found to accommodate them. The Draft Framework Plan for the Northern Extension Area indicated approximately 122ha of available land which could yield around 5 200 units. Broad authorisations have already been granted in relation to the Northern Extension and this item is not intended to replace any of these.

There are significant extents of land surrounding Kayamandi, particularly to its north and north-west, that are in both public (Stellenbosch Municipality) and private ownership and could possibly be suitable and available for housing development. Purely from a land acquisition point of view, it is considered prudent that Stellenbosch Municipality become more proactive in the identification and sourcing of land for housing development. In order to achieve this it is required for the Municipal Manager to be authorised to investigate / negotiate the acquisition of land which may include land swaps, land purchases and/or early termination of leases on Council-owned land in the areas surrounding Kayamandi. This would be a purely investigative exercise at this stage and any proposed action will need to be ratified by Council before implementation.

6.3 Financial Implications

Budget provision will be made depending on what land acquisition option is deemed prudent.

6.4 Legal Implications

Legal services supports this item.

6.5 Staff Implications

No staff implications

6.6 Previous / Relevant Council Resolutions

None

6.7 Risk Implications

There are no risks at this stage apart from the risk of current projects being delayed as a result of not doing anything in respect of land acquisition.

6.8 Comments from Senior Management**6.8.1 Director: Infrastructure Services**

In support of the recommendation.

6.8.2 Director: Planning and Economic Development

In support of the recommendation

6.8.3 Chief Financial Officer

In support of the recommendation.

During a site visit to Kayamandi, the Head of Department: Western Cape Department of Human Settlements, indicated the willingness of his Department to assist with the acquisition of land to alleviate the overcrowding in Kayamandi. The Western Cape Department of Human Settlements would therefore play a significant role to provide funding should the acquisition of land become an option.

ANNEXURES:

None

FOR FURTHER DETAILS CONTACT:

NAME	Piet Smit
POSITION	<i>Manager: Property Management</i>
DIRECTORATE	<i>Human Settlement & Property Management</i>
CONTACT NUMBERS	021-8088189
E-MAIL ADDRESS	Piet.smit@Stellenbosch.gov.za
REPORT DATE	2017-11-15

DIRECTOR: HUMAN SETTLEMENTS & PROPERTY MANAGEMENT

The contents of this report have been discussed with the Portfolio Committee Chairperson and the Councillor agrees with the recommendations.

8.3.3	STELLENBOSCH MUNICIPALITY PROBLEM PROPERTIES DRAFT BY-LAW, AUGUST 2017
--------------	---

1. PURPOSE OF REPORT

To request Council's approval for public consultation of the draft By-law on Problem Properties for Stellenbosch Municipality, attached as **Appendix 1**.

2. BACKGROUND

The Executive Mayor advised the following:

"Advise the Executive Mayor on whether this By-Law can be amended to the Stellenbosch Municipality,

Make the necessary amendments/ changes and present draft, and

Input is needed from the Committee within 60 days"

The draft By-law pertains to how the municipality must endeavour to address problem properties (ie: derelict, abandoned or dangerous properties) throughout the entire WCO24 municipal area.

At present, several properties within Stellenbosch municipality have been identified as problematic, due to their long-term abandonment and neglect. Such properties have the tendency to be used as illegal dumping sites, invite dangerous or illegal activities, create an eyesore for the surrounding community, and/or potentially lead to neighbourhood decay due to their negative influence on surrounding property prices and community pride.

At present, Stellenbosch Municipality is working with an outdated By-law, promulgated in 1962 ("Stellenbosch Municipality: Regulations Relating to Dilapidated Buildings and Unightly and Objectionable Structures, P.N 407/1962), which does not adequately capture the demands of current land use enforcement challenges associated with problematic properties.

Although a relevant draft By-law was developed and approved in-principle by Council in 2013 (Stellenbosch Municipality: Problem Buildings By-law (2013)), this By-law was never promulgated.

3. DISCUSSION

The proposed By-law was drafted in terms of the following legislative documents:

The Constitution of the Republic of South African (1996)

WHEREAS section 152 (1) of the Constitutions stipulates that two objectives of local government include the promotion of social and economic development, as well as safe and healthy environments.

WHEREAS section 156(2) and (5) of the Constitution provides that a municipality may make and administer By-laws for the effective administration of the matters which it has the right to administer, and to exercise any power concerning a matter reasonably necessary for, or incidental to, the effective performance of its functions;

AND WHEREAS Part B of Schedule 4 to the Constitution lists building regulations and local tourism as local government matters to the extent set out in section 155(6) (a) and (7).

National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977)

WHEREAS Section 12 of the Act permits an authorized official to serve written notice on the owner of any building or excavated land which has been declared a problem building, requiring such owner within a specified period to:

- (a) clean, repair, renovate, repaint, alter, close, demolish or secure such building;
- (b) complete the building or any structure of such building;
- (c) enclose, secure, fence or barricade such problem building or land;
- (d) instruct at the cost of such owner, an architect or other registered competent person as contemplated in Part AZ4 of the National Building Regulations, to investigate such building and to report to the authorized official on the nature and extent of the steps to be taken to render such problem building safe or to rectify the deficiency which caused the building to be declared a problem building;
- (e) comply with any provision of this By-law.

Stellenbosch Municipality Land Use Planning By-law (2015)

WHEREAS Chapter 9, Section 85 of the Land Use Planning By-law lays out the municipality's role in enforcing land use-decisions:

The Municipality must comply and enforce compliance with—

- (a) the provisions of this By-law;
- (b) the provisions of a zoning scheme;
- (c) conditions imposed in terms of this By-law or previous planning legislation; and
- (d) title deed conditions.

Section 86 of this By-law also outlines the Offences and Penalties that should be enforced, should any land use contraventions occur.

Draft Stellenbosch Municipality Integrated Zoning Scheme (DRAFT, 2017)

This By-law is drafted to align with the parameters and definitions of the Integrated Zoning Scheme, to ensure consistency between the two documents.

4. CURRENT PROBLEM PROPERTIES

Along with the above legislation, the proposed By-law aims to ensure alignment with current land use challenges faced by the municipality in terms of correcting dilapidated or problem properties.

In particular, the following properties have been flagged as problematic over the past 10+ years:

Erf 10841, Bird Street

Known as “The Big Hole” in Stellenbosch, this property is located within a prime, mixed-use (commercial and residential) area, located in Stellenbosch Town Centre. Satellite images demonstrate that a large, excavated hole (over-taking the entire property) has been in existence since at least 2005, with little-to-no formal building work taking place since. The property poses a safety risk; the potential for illegal dumping; as well as being a significant eye-sore for the surrounding community.

Erf 13307, Paradyskloof

Erf 13307 was legally subdivided into several erven, for the purposes of creating a new residential development. However, the development could not comply with applicable standards. Satellite images demonstrate that aside from the installation of rudimentary roads and infrastructure, no building work has been undertaken since at least 2005. Complaints from the surrounding community have been received by the municipality for years – including grievances about the land being used for illegal dumping, overgrown grass/bushes, as well as manmade fountains that have become mosquito breeding grounds.

Farm 372, Portion 7, Paradyskloof

Similar to the above, Farm 372/7 was legally subdivided for residential development. However, again, satellite images demonstrate that the property has been vacant and seemingly abandoned since at least 2005, with no new building work taking place. The property is directly adjacent to the busy R44, and the remnants of rudimentary roads, fountains and brick piles are a continued eyesore within the area.

5. SUMMARY

In summary, given the above cases, it is important that a new By-law will authorise the municipality to take legal action against owners who have abandoned their properties and/or who are causing a nuisance to the surrounding community.

Importantly, the term “problem properties” is suggested (as opposed to “problem buildings”), as the By-law must take into account both dilapidated buildings as well as excavated land.

6. COMMENTS FROM OTHER DEPARTMENTS

6.1 LEGAL SERVICES

Recommendation is supported.

6.2 OTHER DEPARTMENTS

Comments from other Internal Departments of the Municipality will be obtained simultaneously with the public participation process.

7. APPENDICES

Appendix 1: The draft By-law on Problem Properties for Stellenbosch Municipality, August 2017.

RECOMMENDED

- (a) that the draft By-law on Problem Properties for Stellenbosch Municipality, August 2017, be approved, in principle, and;
- (b) that the draft By-law on Problem Properties for Stellenbosch Municipality, August 2017, be advertised for public comment for 90 days where after same be resubmitted to Council for final consideration and subsequent approval.

<i>Meeting:</i>	<i>14th Council: 2017-11-29</i>	<i>Submitted by Directorate:</i>	<i>Planning & Economic Development</i>
<i>Ref no:</i>		<i>Author</i>	<i>Manager: Land Use Management</i>
<i>Collab:</i>		<i>Referred from:</i>	

AGENDA

MAYCO
OF STELLENBOSCH MUNICIPALITY

APPENDIX 1

The draft By-Law on Problem Properties for Stellenbosch Municipality, August 2017



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

**Stellenbosch Municipality:
Problem Properties By-Law, 2017**
DRAFT (August 2017)

Stellenbosch Municipality:
Problem Properties By-Law, 2017

DRAFT (August 2017):

Contents

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1. Preamble

Stellenbosch Municipality, by virtue of the powers vested in it by the Constitution, read with the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), has made the Stellenbosch Municipality: Problem Properties By-Law (2017) as set out in this document.

WHEREAS section 152 (1) of the Constitution stipulates that two objectives of local government include the promotion of social and economic development, as well as safe and healthy environments;

WHEREAS section 156(2) and (5) of the Constitution provides that a municipality may make and administer by-laws for the effective administration of the matters which it has the right to administer, and to exercise any power concerning a matter reasonably necessary for, or incidental to, the effective performance of its functions;

AND WHEREAS Part B of Schedule 4 to the Constitution lists building regulations and local tourism, as local government matters to the extent set out in section 155(6) (a) and (7);

AND WHEREAS Stellenbosch Municipality seeks to identify, assess and manage dilapidated and problem properties within its area of jurisdiction to ensure that such properties comply with this By-law and any other relevant legislation.

2. Definitions

In this by-law, the English text shall prevail in the event of an inconsistency between the different texts, and unless the context otherwise indicates:

“area of jurisdiction” means the geographical area under the control of the local authority according to legally determined and declared boundaries of the local authority.

“authorised employee” means a municipal employee who is authorised in terms of delegated or sub-delegated authority by the Municipality to exercise a power or perform a duty in terms of this By-law or to inspect land and buildings in order to enforce compliance with this By-law or the zoning scheme;

“building” without in any way limiting its ordinary meaning, includes:

- a) any structure, whether of a temporary or permanent nature and irrespective of the materials used in the erection thereof, erected or used for or in connection with the:
 - (i) accommodation or convenience of human beings or animals;
 - (ii) manufacture, processing, storage, display or sale of any goods;
 - (iii) rendering of any service;

- (iv) destruction or treatment of refuse or other waste materials;
 - (v) cultivation or growing of any plant or crop;
- b) any roofed structure;
 - c) any external stairs, steps or landings of a building and any gallery, canopy, balcony, stoep, veranda, porch or similar feature of a building;
 - d) any walls or railings enclosing any feature referred to in (c);
 - e) any wall, swimming bath, swimming pool, reservoir or bridge or any other structure connected therewith;
 - f) any fuel pump or any tank used in connection therewith;
 - g) a unit as defined in the Sectional Title Act, 1986 (Act No. 95 of 1986).
any vacant or unoccupied erf of whatever nature and size, with or without walls, with or without a roof and if there is a structure, whether or not building plans for such structures are approved by the relevant authority in terms of any legislation;

"erf" means a distinct portion of land identified by a unique number in the Surveyor-General's office, the title of which is capable of being registered separately in the Deeds Office, or a servitude area or lease area, capable of being registered in the Deeds Office and includes land units which are referred to as erven as well as farms;

"erf boundary" in relation to a land unit, means a cadastral line separating one land unit from another land unit or the street, and 'boundary' has a corresponding meaning;

"excavated land" refers to any land within the boundaries of a given property that has been subject to unnatural manipulation, including but not limited to: the digging of holes for buildings or other structures; drainage; and/or the installation of subterranean infrastructure, and where the land has not been built to its intended state nor returned to its natural state.

"licensed waste disposal facility" means a site, or premises which is licensed in terms of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) and used for the accumulation or disposal of waste;

"Municipality" means the Municipality of Stellenbosch established in terms of section 12 of the Local Government Municipal Structures Act 1998 (no 117 of 1998) and includes, where the context so determines, the Council, another authorised political structure or office bearer, the Tribunal, the Municipal manager, or an authorised employee;

"National Building Regulations" means regulations issued in terms of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977);

“**owner**” in relation to land, means the person, any or all of the trustees of a trust or body corporate, any or all of the members of an association, any or all members of a partnership, any or all of the directors of a company, any or all of the members of a close corporation, or entity in whose name a land unit is registered in a deeds registry, and may include the holder of a registered servitude right or registered long-term lease, executor of an estate, or any successor in title; provided that if:

- a) such person(s), in the case of a natural person, is deceased or was declared by any court to be incapable of managing his or her own affairs or a prodigal or is a patient as defined in section 1 of the Mental Health Act, 1973 (Act No. 18 of 1973), or if his or her estate has been sequestrated, the executor or curator concerned, as the case may be;
- b) such person, in the case of a juristic person, has been liquidated or placed under judicial management, the liquidator or judicial manager concerned, as the case may be;
- c) such person is absent from the Republic or if his or her whereabouts are unknown, any person who, as agent or otherwise, undertakes the management, maintenance or collection of rentals or other moneys in respect of such building or who is responsible therefor;
- a) the mortgage bond is registered in favour of a financial institution, that financial institution;
- d) in the case of a sectional title scheme, a sectional title unit is registered in the name of a person, that person;
- e) in the case of a sectional title scheme, a body corporate responsible for the control, administration and management of the common property; or
- f) the municipality in question is unable to determine the identity of such person, any person who is entitled to the benefit of the use of such building who enjoys such benefit;

“**problem property**” includes any:

- b) building or excavated land that has been abandoned or appears to have been abandoned by the owner with or without the consequence that rates or other service charges are not being paid;
- c) building or excavated land that is derelict in appearance, overcrowded or showing signs that it is unhealthy, unsanitary, unsightly or objectionable;
- d) building that does not comply with existing legislation and/or not maintained in accordance with health, fire-safety, town planning or building control by-laws;
- e) building or excavated land that is the subject of complaints from the public, particularly in relation to criminal activities not limited to drug dealings, prostitution or human trafficking;

- f) where refuse or waste material is accumulated, dumped, stored or deposited with the exception of licensed waste disposal facilities;
- g) building(s) or excavated land that is/are illegally occupied;
- h) building(s) partially completed or structurally unsound and that shows signs of any of the risks contemplated in paragraphs (a) to (e).
- i) any property with illegally connected or over-loaded water or electricity supply;
- j) any property with illegal connections to sewer mains;
- k) any property with overflown or blocked sewer drains;
- l) any property that is a threat or danger to the safety of occupiers, registered owners, or the general public.

“property” means any registered erf, lot, plot, farm or land unit together with all buildings and structures on the land.

3. Application of this By-law

This By-law applies to all problem properties situated within the area of jurisdiction of Stellenbosch Municipality, except in any areas that have been exempted in terms of section 2, sub-section 2 (a) of the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977).

4. Appointment of Authorised Officials

The Municipal Manager may appoint authorised officials to implement and enforce the provisions of this By-law.

5. Delegation

The Municipal Manager may exercise all powers, duties and functions conferred upon the Municipality in terms of this By-law and to delegate such powers, duties and functions to authorised officials.

6. Entry and Inspection by an Authorised Official

- 1) Any authorised official may enter any property or building at any reasonable time with a view to:
 - a) inspect and/or determine whether the property or building complies with these Bylaws and any other legislation;
 - b) inspect and determine whether the property or building is, in his/her opinion, a problem property;

- c) serve the responsible person with a notice contemplated in these or any other By-laws or legislation.
- 2) No persons shall hinder or obstruct the authorised official in the exercise of his/her powers in terms of these By-laws.

7. Declaration of a "Problem Property"

- 1) The authorised official may, subject to subsections (2) to (5) and if a property falls within the definition of "problem property" as defined in section 1, declare such a property as a problem property.
- 2) In terms of section 6, an authorised official may carry out an investigation in respect to any property that he or she intends to declare a problem property, provided that he or she must display a notice of such investigation upon the property concerned.
- 3) Upon investigation, the authorised official shall, by notice in writing, before declaring such property a problem property, inform the owner of his or her intention and provide reasons for the declaration.
- 4) The authorised official shall give the owner a period of seven days to make representations on why the building should not be declared a problem property.
- 5) The authorised official shall, after considering the representations referred to in subsection (4), take a decision either to declare or not to declare a property a problem property.
- 6) The owner shall, in respect of a declaration in terms of subsection (1), have a right of appeal in terms of section 62 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000).

8. Service of a notice

- a) Whenever a compliance notice is authorised or required to be served on a person in terms of this By-law, it shall be deemed to have been effectively and sufficiently served on such a person—
 - i) when it has been delivered to him or her personally;
 - ii) when it has been left at his or her place of residence or business in the Republic with a person apparently over the age of 16 years;
 - iii) when it has been posted by registered or certified mail to his or her last known residential or business address in the Republic and an acknowledgment of the posting thereof is produced;
- b) If his or her address in the Republic is unknown:
 - i) when it has been served on his or her agent or representative in the Republic in the manner contemplated in paragraph (a), (b) or (c); or

- j) when it has been posted in a conspicuous place on the immovable property, if any, to which it relates.
- c) When a compliance notice as aforesaid is authorised or required to be served on a person by reason of his or her being or having been the owner or holding some other right in respect of immovable property, it shall not be necessary to name him or her, but it shall be sufficient if he or she is therein described as the owner or holder of such immovable property or other right, as the case may be.

9. Contents of a Compliance Notice

The authorised official shall serve a written notice on the owner of any property which has been declared a problem property as referred to in section 7 requiring such owner within a specified period to—

- a) repair, renovate, repaint, alter, close, demolish, secure, or remove all refuse from the property;
- b) complete any incomplete building work or intended land excavation within the problem property;
- c) enclose, fence or barricade such problem property to the satisfaction of the municipality;
- d) appoint and instruct, at the cost of such owner, an approved competent person referred to in Part A 19 of the National Building Regulations, to examine a condition that gave rise to the declaration of a property as a problem property and to report to the authorised official on the nature and extent of the steps to be taken, which in the opinion of such approved competent person needs to be taken in order to render such problem property as safe;
- e) dispose of, destroy or remove any waste material or articles accumulated, dumped, stored or deposited in any building, which is showing signs of becoming unsightly, unsanitary, unhealthy or objectionable or is likely to constitute an obstruction;
- f) If such owner fails to comply with a notice served on him or her in terms of subsection (1), the Municipality may take the responsibility to repair, renovate, repaint, alter, close, demolish, remove all refuse, or secure any problem building at the cost of the owner.
- g) The Municipality may, if the owner fails to pay such cost, recover the cost in terms of the Credit Control and Debt Collection By-law, 2013.

10. Problem Properties that pose immediate threats to health or safety

- a) Despite Sections 8 and 9, if the authorised official has reason to believe that the condition of any building is such that immediate steps should forthwith be taken to protect life or property, he or she may take such steps as may be necessary in the circumstances without serving or delivering such notice on or to the owner of such

building and may recover the cost of such steps from such owner, in terms of section 13 of this by-law.

- b) If the authorised official deems it necessary for the safety of any person, he or she may by notice in writing—
 - a) order the owner of any problem property to remove, within the period specified by such notice, any person occupying or working, or who for any other purpose is located in or on such property, and to take care that no person who is not authorised by the Municipality enters the property.
 - b) order any person occupying or working, or who for any other purpose is in or on the problem property, to vacate the premises.
 - c) No person shall occupy, use or permit the occupation or use of any problem property in respect of which a notice was served or delivered in terms of this section and/or additional steps were taken by the authorised official or municipal manager in terms of subsection (2), unless he or she has been granted permission by the Municipality, in writing, that such building may be occupied, used or continue to be occupied or used, as the case may be.

11. Indemnity

The Municipality, or any authorised official of the Municipality, shall not be liable to a third party for any damage caused by anything lawfully done or omitted by the Municipality or any authorised official, in carrying out any function or duty in terms of this By-law.

12. Offences and penalties

- a) Any person who contravenes any provision, or fails to comply with any notice issued in terms of this By-law commits an offence, and may, in the sole discretion of the municipal manager or authorised official, be fined on the spot to the extent as stipulated by the local authority from time to time.
- b) A person who is found guilty of an offence in terms of this By-law is, upon conviction, and in addition to any spot fines, liable to a fine with a value determined by the contravention penalty formula as stipulated in Council's annual tariffs or imprisonment for a period not exceeding three years or to both such fine and imprisonment.
- c) In the case of a continuing offence, an additional fine or imprisonment for a period not exceeding ten days for each day on which such offence continued, may be imposed.

13. Damages

Any responsible person or person contravening these By-laws shall be held liable for all damages and actual costs and disbursements the local authority incurs to repair, renovate, alter, close, demolish, remove, secure, maintain, or enforce compliance or payable in terms of these By-laws and such damages, actual costs and/or disbursements shall be paid by the responsible person or responsible persons jointly and severally to the local authority upon

demand.

14. Short title

This By-law is called the Stellenbosch Municipality: Problem Properties By-Law, August 2017.

9.	MATTERS FOR NOTIFICATION
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9.1	REPORT BY THE EXECUTIVE MAYOR
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NONE

9.2	REPORT BY THE SPEAKER
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NONE

9.3	REPORT BY THE MUNICIPAL MANAGER
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NONE

10.	CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER
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10.1	QUESTION BY COUNCILLOR F ADAMS: PORTION OF ERF 65, KAYAMANDI
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A Notice of Question, in terms of Section 38(2) of the Rules of Order regulating the Code of Conduct of Council and Council Committee meetings, dated 2017-11-13, was received from Councillor F Adams.

The said Question is attached as **APPENDIX 1** and the appropriate response as **APPENDIX 2**.

FOR CONSIDERATION

Meeting:	<i>14th Council meeting: 2017-11-29</i>	Submitted by Directorate:	<i>Office of the Municipal Manager</i>
Ref No:	<i>3/4/1/4</i>	Author:	<i>Municipal Manager: (Ms G Mettler)</i>
Collab:		Referred from:	



CONTACT: oackcity2010@yahoo.com
 P.O BOX 12445
 DIE BOORD
 7613

MUNICIPALITY - MUNISIPALITEIT
 STELLENBOSCH

13 NOV 2017

OFFICE OF THE SPEAKER

02 November 2017

Without Prejudice:

RE: Question

I hereby submit the following Question in terms of the Rules of Order to serve at the November 2017 Council Meeting.

Background/Motivation :

I refer you to the Portion of Erf 65, Kayamandi and the subsequent Finance & Corporate Services Meeting of 14 September 2010.

The Purpose of this Meeting/ Report was to obtain confirmation by council to enter into a Lease agreement regarding a portion of erf 65, Kayamandi..

Question:

After seven years what is the status of this piece of land and was there any formal and legal Lease agreement and with whom?

Is there any business located on this property and does this business pay any Municipal Services?

I request the Mayor to answer my question in writing.

Clr. Franklin Adams

Seconder :

ALUTA CONTINUA



MEMORANDUM

*Office of the Municipal Manager
Kantoor van die Munisipale Bestuurder*

To : SPEAKER
 From : MUNICIPAL MANAGER
 Date : 21 November 2017
 RE : REPLY TO QUESTIONS IN TERMS OF SECTION 21 OF THE RULES
 OF ORDER: Erf 65, Kayamandi

Dear Speaker,

With reference to the question received from the DNCA, submitted in terms of Section 21 of the Rules of Order Regulating the Conduct of Council and Council Committee Meetings, received by my office on 13 November 2017.

Question :

"After seven years what is the status of this piece of land and was there any formal and legal lease agreement and with whom?"

Is there any business located on this property and does this business pay any Municipal Services?"

Response

Attached please find the Council resolution dated 2010-09-14. The item was referred back to the Legal Department to obtain relevant information whereafter it should be resubmitted to Council.

Administration is currently investigating this matter, and will prepare a formal response at the next meeting of Council.

Kind regards

**Geraldine Mettler
Municipal Manager**

6.1.1.4 PROPOSED LEASE AGREEMENT: PORTION OF ERF 65, KAYAMANDI

File number : 7/2/1/1 Business

Report by : Municipal Manager

Compiled by : Manager, Property Management

Delegated Authority : Mayco

1. PURPOSE OF REPORT

To obtain confirmation by Council to enter into a Lease Agreement with Happy Rest Tavern regarding a portion of erf 65 Kayamandi.

2. BACKGROUND

2.1 Application

Hereto attached, as **APPENDIX 1** a self explanatory application received from Councillor Mzako

2.2 Lack of written proof

Since the previous dispensation when Kayamandi was managed by the then Town Council of Kayamandi, a portion of erf 65 is being used by Happy Rest Tavern.

According to our records no formal agreement is in place with the owner, and no proof of formal approval could be found.

Seeing that the current situation is ongoing for such a long time without any complaints or objections it is suggested that the situation be formalised.

3. DISCUSSION

From the above it is clear:

- (a) that the proposed transaction was never advertised for public input,
- (b) that a formal lease agreement was never concluded between the parties, and
- (c) that, a building was erected on the premises with the apparent approval of the Planning and Environment Department.

4. COMMENTS BY RELEVANT DEPARTMENTS

None

5. CONCLUSION

Although no formal lease agreement has been entered into between the parties, it is clear that the current situation has (by implication) been condoned by Council.

This informal arrangement, however, need to be formalized by way of a long term lease agreement to give legal certainty to Happy Rest Tavern, but also to confirm their obligations in relation to the lease of the property.

RECOMMENDED

- (a) that Council ratify the current agreement by approving a long-term lease of a portion of erf 65, Kayamandi, to Happy Rest Tavern, for the purpose of an entertainment centre,
- (b) that the Director Corporate Services be mandated to negotiate a Lease Agreement with Happy Rest Tavern including a market related lease amount payable by them,
- (c) that the draft lease agreement as per (b) above, be advertised for public input, in terms of Section 124 of the Municipal Ordinance 20 of 1974,
- (d) that, should any objection be received as a result of the advertisement contemplated in (c) above, such objections be referred to Council, before a final decision is made, and
- (e) that, should no objections be received, the Director, Corporate Services, in consultation with the Chief Financial Officer, be mandated to finalise a long term lease agreement, including a market related lease amount.

STRATEGIC, FINANCE AND CORPORATE SERVICES COMMITTEE MEETING : 2008-03-11 : ITEM 5.1.1.6

RESOLVED (nem oon)

that the matter be referred to the Director, Planning and Environment to advise on the following issues, before a final decision is made:

- (a) the extent of the lease area,
- (b) zoning issues, and

- (c) should Council enter into a long term agreement with the applicant, how will this impact on the future redevelopment of the area.

COMMENTS BY THE MANAGER: PROPERTY MANAGEMENT

Following the above resolution, the Director: Planning & Development was requested to advise on the issues listed above. A copy of the memorandum is attached as APPENDIX 2.

Following enquiries as to the progress in this regard, the Director: Planning & Development was again requested to provide his input during April 2010. The following comments/inputs have now been received from the Director: Planning and Development

**1. The subject property is zoned Residential 1. The operation of a Shebeen would require Council's Consent and this can be made a condition of the lease agreement.*

2. If the lease period being applied for is 10 years or more, a diagram of the lease area would need to be framed for registration purposes.

3. The applicant needs to approximately indicate the area that he requires for lease purposes. However, if one takes into account that the area surrounding the Shebeen is already fully occupied by shacks, the lease area would probably be 200sqm.....this must however be confirmed by the applicant.

4. The area where the tavern is situated is earmarked for a town center. The durability or lack thereof of a shebeen can be determined at the stage when the town center project is implemented. For that reason, the lease conditions must include a clause that the lessee shall cease the operation within 6 months of being notified by Council that it intends to redevelop the area and that Council will not be liable for any claims arising from the improvements that the lessee has effected.

From the above it is clear:-

- (a) that the Applicant will have to apply for a consent use, allowing for the operation of a shebeen on a property zoned Residential 1;
- (b) that a limited area is available, due to surrounding shacks,
- (c) that, should Council indeed agree to conclude a lease agreement, it should be subject to an early termination clause in favour of Stellenbosch Municipality, should the area be redeveloped.

RECOMMENDED

- (a) that Council ratify the current agreement by approving a 9 year and 11 months lease of a portion of erf 65, Kayamandi, to Happy Rest Tavern, for the purpose of an entertainment centre;
- (b) that the Manager: Property Manager be mandated to negotiate a Lease Agreement with Happy Rest Tavern including a market related lease amount payable by them;
- (c) that the draft lease agreement as per (b) above, be advertised for public inputs, in terms of Section 124 of the Municipal Ordinance 20 of 1974;
- (d) that, should any objection be received as a result of the advertisement contemplated in (c) above, such objections be referred to Council, before a final decision is made; and
- (e) that, should no objections be received, the Manager: Property Management, in consultation with the Chief Financial Officer, be mandated to finalise a long term lease agreement, including a market related lease amount (based on an independent valuation)
- (f) That the Lease Agreement be conditional upon:-
- (i) the applicant apply for a consent use, allowing for the operation of a shebeen on the property, and that such an application be approved;
- (ii) that applicant provide Council with proof of a liquor license (as part of the application for a consent use);
- (iii) an early termination clause, authorising Stellenbosch Municipality to terminate the Lease Agreement with a 6 month written notice, in the event that the area is to be redeveloped, and further, that Stellenbosch Municipality will not be liable for any claim arising from any improvements that the Lessee has effected.

FINANCE AND CORPORATE SERVICES COMMITTEE MEETING: 2010-09-14: ITEM 6.1.1.4

RESOLVED (nem con)

that this matter be referred back in order to obtain all relevant information including input from the Legal Department, whereafter same be submitted to the Planning, IHS and Property Committee for consideration.

(MPM)

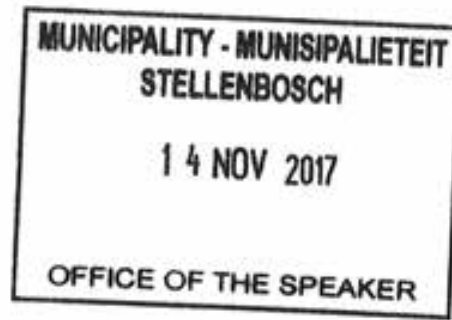
10.2	QUESTION BY COUNCILLOR P SITSHOTI (MS): CONCERNS REGARDING KAYAMANDI AREA MANAGER
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A Notice of Question, in terms of Section 38(2) of the Rules of Order regulating the Code of Conduct of Council and Council Committee meetings, dated 2017-11-13, was received from Councillor P Sitshoti (Ms).

The said Question is attached as **APPENDIX 1** and the appropriate response as **APPENDIX 2**.

FOR CONSIDERATION

Meeting:	14 th Council meeting: 2017-11-29	Submitted by Directorate:	Office of the Municipal Manager
Ref No:	3/4/1/4	Author:	Municipal Manager: (Ms G Mettler)
Collab:		Referred from:	



October 5, 2017

To: Municipal Manager & Speaker

RE: Concerns regarding Kayamandi Acting Area Manager

As ANC we would like to raise our concerns & would like to receive answers on the staff establishment, with reference to Item 8.1 on the Agenda of the Council Meeting held on 27/09/2017.

CONCERNS

1. Is the post of area manager part of the staff establishment?
During the council meeting we were told that the posts are being audited: (Senior Manager Governance, Area Manager X3 & Infrastructure waste management).
2. If this post of area manager is part of the staff establishment may we:
 - ◆ Be furnished with the Advertisement
 - ◆ Who were the shortlisted candidates
 - ◆ What is the job description
 - ◆ What are the minimum requirements for this post
 - Which department on the staff establishment is this post under?
 - Under which vote number is this post funded.

We refer you to the Municipal System Act Section 66 subsections 3, 4 & 5...

“(3) No person may be employed in a municipality unless the post, to which he or she is appointed, is provided for in the staff establishment of that municipality.

[Sub-s. (3) Added by s. 8 (b) of Act 7 of 2011]

(4) A decision to employ a person in a municipality, and any contract concluded between the municipality and that person in consequence of the decision, is null and void if the appointment was made in contravention of subsection (3)

[Sub-s. (4) Added by s. 8 (b) of Act 7 of 2011.]

(5) Any person who takes a decision contemplated in subsection

(4), knowing that the decision is in contravention of subsection

(3) May be held personally liable for any irregular or fruitless and wasteful expenditure that the municipality may incur as a result of the invalid decision.”

In accordance to the abovementioned rule, we take the position of the (Acting area Manager at the Corridor room A6) as Null & Void therefore the person in Question should vacate from that Office& the matter should be investigated.

It would be highly appreciated if we would get action on the matter within seven working days.



MEMORANDUM

*Office of the Municipal Manager
Kantoor van die Munisipale Bestuurder*

To : SPEAKER
 From : MUNICIPAL MANAGER
 Date : 15 November 2017
 RE : REPLY TO QUESTIONS IN TERMS OF SECTION 21 OF THE RULES OF ORDER: Concerns regarding Kayamandi Area Manager

Dear Speaker,

With reference to the question received from the ANC, submitted in terms of Section 21 of the Rules of Order Regulating the Conduct of Council and Council Committee Meetings, received by my office on 14 November 2017,

Question:

"As ANC we would like to raise concerns and would like to receive answers on the staff establishment, with reference to Item 8.1 on Agenda of the Council Meeting held on 27/9/2017"

Response

Council at its Meeting held on 26 April 2017 inter alia resolved that :

- " a) that the following posts be created and approved:
- 3 x Area-Based Manager (Planning and Economic Development : Human Settlements)

The latter posts must be read with the proposed Organisational Structure that was approved on the same day for consultation. In terms of the proposed structure, the Planning and Economic Directorate merges with the biggest part of the current Human Settlements Directorate.

On the proposed new structure the post names of the posts are indicated as "Senior Field Officers". The names on the proposed structure are temporary or proposed names and will only be finalised when the evaluation of the posts are finalised.

Because the posts Council approved was called "Area Based Managers", that was the post name used for the **TEMPORARY** appointment of one person in the Khaymandi area (one of the areas provided for) where the post was most critical for operational reasons. The post has therefore been approved by Council on 26 April 2017.

The post of the Area Managers have not been evaluated yet and are not with the TASK Audit Committee. The posts were not referred for evaluation as there were inputs during the consultation process on the new structure not to amalgamate the two directorates of Planning and Economic Development and Human Settlements. The amalgamation will have an influence on the evaluations and until such time that Council approves the final Proposed

Structure we would not be able to evaluate the posts of the Area Managers (or field officers as indicated on the proposed staff structure).

The post of the Infrastructure Waste Manager has not been evaluated for the same reason as the Area Managers. There were inputs from the directorates and the trade unions in regard to this post as created by Council during the April 2017 meeting. The report does not indicate that these posts mentioned is been considered by the TASK Audit Committee.

As the Area Manager in Kayamandi is a temporary appointment the post was not advertised as with full time positions or longer term contracts. It will only be advertised after the evaluation of the post and when the post is permanently filled. The current contract is temporary in nature due to the operational need that existed within that area.

When the posts were created in April the practical implications of the reporting lines between Current and Proposed structures were not clearly defined and posts were created along the reporting lines within the proposed structure on the As-is structure, which led to some practical challenges in regard to implementation with MSCOA.

Currently the post is paid from the vote of Human Settlements. It will only be paid from the Directorate Planning and Economic Development Directorate in terms of MSCOA after the adjustment budget as it forms part of the Human Settlement structure on the proposed staff structure, which forms part of Planning and Economic Development Directorate.

Currently however MSCOA lists Human Settlements as a separate Directorate. When the posts were created in April (having the proposed structure in mind) the posts were indicated under planning and Economic Development, but due to MSCOA the payments cannot take place under Planning and Economic Development as Human Settlements are still a separate entity.

When the new staff structure is functional it will fall under the same section for Human Settlements within the bigger Planning and Economic Development Directorate.

A job Description will only be finalised when the new structure is approved.

When the posts of the AREA-BASED MANAGER (PLANNING AND ECONOMIC DEVELOPMENT: HUMAN SETTLEMENTS) were approved on 26 April 2017 the functions of the posts were indicated as:

PURPOSE: Monitoring and facilitation of the Human Settlements function within Informal Settlements.

FUNCTIONS:

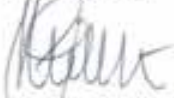
1. Monitor the expansion of the Informal Settlements;
2. Monitor basic service delivery in Informal Settlements;
3. Facilitate community engagement with regards to service delivery in Informal Settlements
4. Render management and line function administrative support services.

The functions assigned to the temporary post are the same as was indicated in the item that served before Council (referred to above) and is also the functions indicated on the proposed structure. It is clearly more of a liaison nature than of a management nature and it is likely that the name will change with evaluation. The said employee is delivering a good service in

regard to functions indicated above as reported by the section 56 Managers that operates in the area.

As the post was approved on the staff structure in April 2017 by Council, the appointment is not in contravention of Section 66(3) and therefore subsections (4) and (5) is not applicable.

Kind regards



GERALDINE METTLER
MUNICIPAL MANAGER

10.3	QUESTION BY COUNCILLOR DA HENDRICKSE: SECTION 80 COMMITTEES
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A Notice of Question, in terms of Section 38(2) of the Rules of Order regulating the Code of Conduct of Council and Council Committee meetings, dated 2017-11-14, was received from Councillor DA Hendrickse.

The said Question is attached as **APPENDIX 1** and the appropriate response as **APPENDIX 2**.

FOR CONSIDERATION

Meeting:	14 th Council meeting: 2017-11-29	Submitted by Directorate:	Office of the Municipal Manager
Ref No:	3/4/1/4	Author:	Municipal Manager: (Ms G Mettler)
Collab:		Referred from:	



14 November 2017
 The Single Whip
 Stellenbosch Municipal Council
 Plein Street
 STELLENBOSCH
 7600
 Attention : Clr W Petersen (Ms)

Dear Whip

**RE NOTICE OF QUESTIONS TO SERVE AT THE NOVEMBER 2017 COUNCIL MEETING
 QUESTION NO 1**

Who determine and approve the scheduled dates of the meetings to be held by the Section 80 Committees established by Council? Question Directed at the Municipal Manager.

MOTIVATION

In the past year from August 2016 till August 2017 the Section 80 committees has hardly met and in fact these the section 80 committees was only established earlier this year. As an Example the Youth Sport and Cultural committee only met for the first time in June 2017 and no effect was given to the resolutions and dissensions taken at that meeting. The minutes of the June 2017 meeting was only distributed 4 months later with the October 2017 agenda of this committee. Likewise on the October 2017 agenda of the committee was only 4 no monthly reports but there for noting and for the period from May 2017 till September 2017.11.14

It is clear from the above that this committee is not needed as no items have been brought to this committee, on which the Mayor need advice.

From reading Council agendas the same apply to other committees where items brought directly to Council without the Section 80 committees' advice and inputs.

QUESTION NO 2

What has the administration done to improve the living conditions of the people living in the Hostels in Kayamandi, which belong the Stellenbosch municipality. Question Directed at the Municipal Manager

MOTIVATION

I have brought a motion on this matter the Council in October 2017 (See attached copy) which the DA voted down. On visiting the Hostels i still find that the people as still living in inhuman and unhealthy living conditions in this municipal properties.

Clr DA Hendrickse



MEMORANDUM

*Office of the Municipal Manager
Kantoor van die Munisipale Bestuurder*

To : SPEAKER
 From : MUNICIPAL MANAGER
 Date : 21 November 2017
 RE : REPLY TO QUESTIONS IN TERMS OF SECTION 21 OF THE RULES OF ORDER: Schedule of dates of the meeting held by Section 80 Committees

Dear Speaker,

With reference to the question received from the EFF, submitted in terms of Section 21 of the Rules of Order Regulating the Conduct of Council and Council Committee Meetings, received by my office on 14 November 2017.

Question:

"Who determine and approve the scheduled dates of the meetings to be held by the Section 80 Committees established by Council?"

Response

Section 80 committees are there to advise the Executive Mayor.

The matters on which she requires advice must therefore be decided by the Executive Mayor. The Executive Mayor does not have to ask advice on any matter and may request that matters be brought to the MAYCO directly without it been discussed at the Section 80 committee.

Administration assembles agendas in consultation with the chairpersons of the Committees that must take place and cannot prescribe to the Executive Mayor what items should be discussed at the section 80 Committees.

Where clear policies and delegations are in place fewer matters will come for decision making as the delegations and policies allows the administration/Executive Mayor to proceed within that framework without coming back to ask for direction or decisions.

Section 80 Committee are therefore only convened when items are sent to Committee services for placement on the agenda of a specific committee.

There is no requirement in law that any committee of Council must sit on a monthly basis or even quarterly basis. The only prescription in law is for Council that must meet at least quarterly.

To say that a meeting is not necessary just because it has met on a certain date is not a true reflection of the terms of reference for the committee .

We will ensure that minutes are distributed after the meeting as action minutes.

Kind regards



Geraldine Mettler
Municipal Manager

10.4	QUESTION BY COUNCILLOR DA HENDRICKSE: HOSTELS IN KAYAMANDI
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A Notice of Question, in terms of Section 38(2) of the Rules of Order regulating the Code of Conduct of Council and Council Committee meetings, dated 2017-11-14, was received from Councillor DA Hendrickse.

The said Question is attached as **APPENDIX 1** and the appropriate response as **APPENDIX 2**.

FOR CONSIDERATION

Meeting:	14 th Council meeting: 2017-11-29	Submitted by Directorate:	Office of the Municipal Manager
Ref No:	3/4/1/4	Author:	Municipal Manager: (Ms G Mettler)
Collab:		Referred from:	



14 November 2017
 The Single Whip
 Stellenbosch Municipal Council
 Plein Street
 STELLENBOSCH
 7600
 Attention : Clr W Petersen (Ms)

Dear Whip

**RE NOTICE OF QUESTIONS TO SERVE AT THE NOVEMBER 2017 COUNCIL MEETING
 QUESTION NO 1**

Who determine and approve the scheduled dates of the meetings to be held by the Section 80 Committees established by Council? Question Directed at the Municipal Manager.

MOTIVATION

In the past year from August 2016 till August 2017 the Section 80 committees has hardly met and in fact these the section 80 committees was only established earlier this year. As an Example the Youth Sport and Cultural committee only met for the first time in June 2017 and no effect was given to the resolutions and dissensions taken at that meeting. The minutes of the June 2017 meeting was only distributed 4 months later with the October 2017 agenda of this committee. Likewise on the October 2017 agenda of the committee was only 4 no monthly reports but there for noting and for the period from May 2017 till September 2017.11.14

It is clear from the above that this committee is not needed as no items have been brought to this committee, on which the Mayor need advice.

From reading Council agendas the same apply to other committees where items brought directly to Council without the Section 80 committees' advice and inputs.

QUESTION NO 2

What has the administration done to improve the living conditions of the people living in the Hostels in Kayamandi, which belong the Stellenbosch municipality. Question Directed at the Municipal Manager

MOTIVATION

I have brought a motion on this matter the Council in October 2017 (See attached copy) which the DA voted down. On visiting the Hostels i still find that the people as still living in inhuman and unhealthy living conditions in this municipal properties.

Clr DA Hendrickse



11 October 2016

The Single Whip
Stellenbosch Municipal Council
Plein Street
STELLENBOSCH
7600



BY HAND

Attention : Clr W Pietersen (Ms)

Dear Whip

RE NOTICE OF MOTION TO SERVE AT THE 26 OCTOBER 2016 COUNCIL MEETING

MOTION

That Council instruct the Acting Municipal Manger to conduct a survey of the living conditions of the people living in the Hostels located in Kayamandi. That such survey include the state of the buildings and access to basic services people have . That a cost estimate be done on any repairs, renovations needed and provision of basic services needed so that Council can resolve to authorise such expenditure.

That the Acting Municipal Manager report back to Council on this matter at the January 2017 Council meeting.

MOTIVATION

I have been requested by Mr Zukazi Xewana, the EFF chairperson of Ward 13 Committee, to bring this motion to Council so that Council can be made aware of the poor living condition of the people living in the Hostels in Kayamandi and that Council can resolve to address this urgent matter.

I have visited the hostels and the people living there do not have Dignified living conditions. The roofs are leaking , there is no running water and toilet facilities. Nor is there prepaid electricity. It is unsafe for people moving around at night to go to toilets and to get water.

Surely within 21 years since the fall of Apartheid this Council cannot stand by and watch our people still living under Apartheid conditions. Nor can Council justify spending moneys on paving sidewalks and beatification of CBD and entrance to town when people are allowed to live in these appalling conditions

Of concern is that as far back as 2013 and 2014 Clrs Jindela , Mdenka and Adams has also brought similar motions to improve the living conditions of the people of Kayamandi and Slab Town. Reports were submitted to Council , but years later the living conditions of these effected people has not improved.

I pray that Council will support this motion.

Mover


Mr. D. A. Hamrakse

Secunder


W. Pietersen

10.	CONSIDERATION OF NOTICES OF QUESTIONS AND NOTICES OF MOTIONS RECEIVED BY THE SPEAKER
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10.1	MOTION BY COUNCILLOR DA HENDRICKSE: SURVEY: LIVING CONDITIONS OF PEOPLE LIVING IN THE HOSTELS LOCATED IN KAYAMANDI
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A Notice of a Motion, dated 2016-10-11 was received from Councillor DA Hendrickse regarding a request to conduct a survey of the living conditions of people living in the Hostels located in Kayamandi.

The said Motion is attached as **APPENDIX 1**.

3RD COUNCIL MEETING: 2016-10-26: ITEM 10.1

The Speaker allowed Councillor DA Hendrickse to put his Motion, duly seconded. After the Motion was motivated, the Speaker allowed debate on the matter.

The matter was put to the vote yielding a result of 13 in favour and 28 against.

RESOLVED (majority vote)

that this Motion not be accepted.

Meeting: Ref No:	Council: 2016-10-26 3/4/1/4	Submitted by Directorate: Author: Referred from:	<i>Office of Municipal Manager Acting MM: (R Bosman)</i>
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MEMORANDUM

*Office of the Municipal Manager
Kantoor van die Munisipale Bestuurder*

To : SPEAKER
 From : MUNICIPAL MANAGER
 Date : 21 November 2017
 RE : REPLY TO QUESTIONS IN TERMS OF SECTION 21 OF THE RULES
 OF ORDER: Living conditions in Hostels in Kayamandi

Dear Speaker,

With reference to the question received from the EFF, submitted in terms of Section 21 of the Rules of Order Regulating the Conduct of Council and Council Committee Meetings, received by my office on 14 November 2017.

Question 2:

"What has the administration done to improve the living conditions of the people living in the Hostels in Kayamandi, which belong to the Stellenbosch Municipality?"

Response

The Human Settlements and Property Management Directorate has in the past three (3) years spent approx. R 400 000.00 on the upgrading and maintenance of public amenities serving the community residing in the "brick" hostels.

There is currently an assessment process underway by Property Management on the conditions of these facilities with intention being to keep them in working order.

On the medium to long term the New Housing Department has embarked on the following process:-

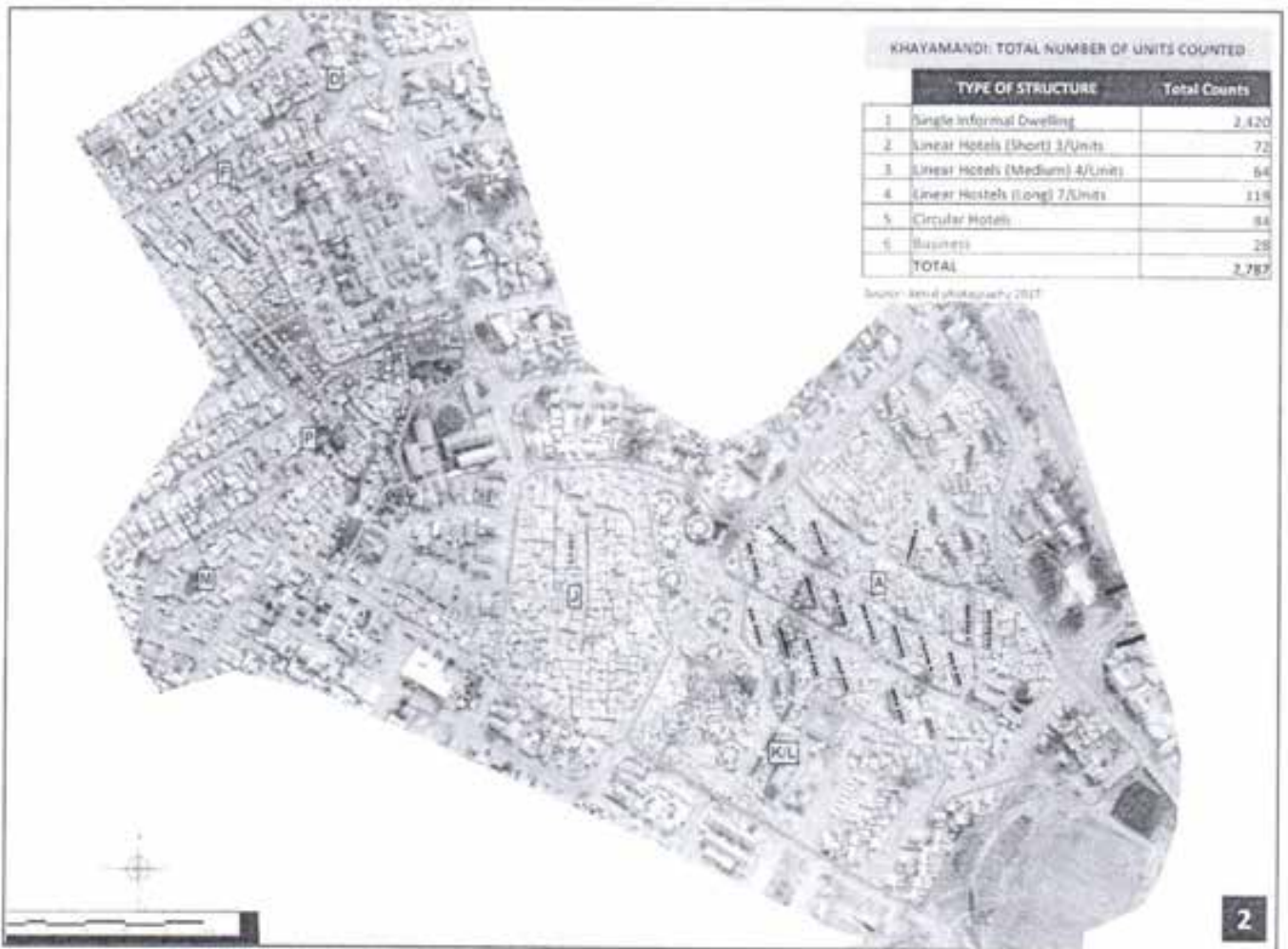
1. During the 2015/16 financial year, the Municipality applied to the Provincial Department of Human Settlements (PDoHS) for planning funding for the Kayamandi Town Centre (including the Hostels).
2. The PDoHS approved the funding and during 2016/17, the Municipality appointed a professional team to provide a status report and a feasibility report with regards to the challenges of the Kayamandi Town Centre.
3. The appointment facilitated the compilation of a feasibility plan that was concluded at the end of October 2017 with certain recommendations.
4. The study area as depicted on **ANNEXURE 1** (see attached), provides an extremely densified area.
5. According to the feasibility study, the housing demand in the Kayamandi Town Centre is $\pm 2\ 800$ families/individuals.
6. The Kayamandi Town Centre, if planned in a formal manner, with all the financial resources available could accommodate $\pm 1\ 607$ housing opportunities.

7. A mixed development is suggested with subsidy units and rental units in multi-storey housing estates.
8. In order to achieve the outcome it is imperative to acquire a decanting site. ±1 200 families will have to be decanted to a new site, and assisted in various housing programmes for example:
 - Subsidy houses;
 - GAP market;
 - Rental units; and
 - Enhanced service sites.
9. An agenda item will serve before Council in the new year to approve the concept and proposals in the feasibility study as well as mandating the Municipal Manager to investigate the acquiring of possible land parcels.
10. The PDoHS will be a major financial contributor for the acquisition of land as well as the implementation of such a mega project.

Kind regards



Geraldine Mettler
Municipal Manager



10.5	MOTION BY COUNCILLOR F ADAMS: ESTABLISHMENT OF THE ADVISORY COMMITTEE
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A Notice of a Motion, dated 2017-11-13, was received from Councillor F Adams regarding the establishment of an Advisory Committee.

The said Motion is attached as **APPENDIX 1**.

FOR CONSIDERATION

Meeting:	14 th Council meeting: 2017-11-29	Submitted by Directorate:	Office of the Municipal Manager
Ref No:	3/4/1/4	Author:	Municipal Manager: (Ms G Mettler)
Collab:		Referred from:	



CONTACT: oackcity2010@yahoo.com
 P.O BOX 12445
 DIE BOORD
 7613

MUNICIPALITY - MUNISIPALITEIT
 STELLENBOSCH

13 NOV 2017

OFFICE OF THE SPEAKER

02 November 2017

Without Prejudice:

RE: Motion

I hereby submit the following Motion in terms of the Rules of Order to serve at the November 2017 Council Meeting.

Motion: That Council agrees to establish the Advisory Committee according the Agriculture Land Management Policy

Background/ Motivaton

I refer to The Agriculture Land Management Policy, Gazettes 27 March 2017.

I make reference to Section 4.6; Institutional Governance Structure

Strategic: This makes provision for an Advisory Committee

- Part of their function : Advice on policy & projects
- Strategic inputs
- Monitor & evaluate

This Advisory committee will consist of some reputable professionals with the necessary credentials and experience. Some of them already played a meaningful role during the draft of this policy.

Recommendations:

1. That Council unanimously agrees to the establishment of the Advisory Committee before the end of March 2018

Clr. Franklin Adams 

Seconder : 

ALUTA CONTINUA



11.	CONSIDERATION OF URGENT MOTIONS
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12.	URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER
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13.	CONSIDERATION OF REPORTS
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13.1	REPORTS SUBMITTED BY THE SPEAKER
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NONE

13.2	REPORTS SUBMITTED BY THE EXECUTIVE MAYOR
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NONE

14.	MATTERS TO BE CONSIDERED IN-COMMITTEE
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SEE PINK DOCUMENTATION